City Council Meeting Agenda

January 13, 2026
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 agendized topic or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

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

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

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

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

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.

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

A. Appointing members of the City Council to the Boards, Commissions, and Committees for 2026 as listed in the agenda item

6. PUBLIC PARTICIPATION

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

7. CITY MANAGER REPORTS/UPDATES

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

A. Monthly Department Reports

8. CONSENT CALENDAR

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

A. Accepting the Weekly demands of November 28, 2025 through January 1, 2026 in the amount of 14,677,735.39, the AP EFT payments for October and November 2025, and the Payroll EFT payments for August and September 2025

B. Accepting the Minutes of the December 9, 2025 Joint City Council, Public Financing Authority and Successor Agency to the Turlock Redevelopment Agency Meeting and the Minutes of the January 3, 2026 Special Council Meeting

C. Approving the Purchase of Outdoor Shooting Range Equipment from Action Target to expand the Turlock Police Department Range (Police Department)

D. Adopting a New Department of Transportation Federal Transit Administration and Federal Motor Carrier Safety Administration Drug and Alcohol Policy and Rescinding and Replacing

the Existing Policy and Resolution (Risk Management)

E. Awarding Bid and Approving an Agreement with Agee Construction Corporation for Construction of Bid Package 2 for City Project No. 23-068 “Provost & Pritchard Task Order No. 2 for Roads Program CIP Projects" in the Amount of $6,127,005.00 (Roads Program)

F. Approving Amendment No. 17 for Task Order No. 8A with NV5, Inc. for Construction Management and Inspection Services for the City of Turlock’s Roads Initiative Program in the amount of $1,152,500.63 (Roads Program)

G. Authorizing Expenditures with Southern Tire Mart, LLC for the Purchase of Tire Products and Services Under the NASPO ValuePoint Cooperative Contract No. 24158 (Bridgestone/Firestone) in an amount not to exceed $600,000 (Fleet)

H. Declaring the Intention to Annex Territory to the City of Turlock Community Facilities District No. 3 and Adopt a Map (Engineering)

I. Accepting Improvements for City Project 19-51B "Columbia Pool Improvements", Authorizing the City Engineer to File a Final Notice of Completion, and Re-appropriating Funds for the Same (Engineering)

J. Awarding Bid and Approving an Agreement with Dynamic Pavement Inc for Speed Lumps at Berkeley Roundabouts in the amount of $25,472.00 (Engineering)

K. Awarding Bid and Approving an Agreement with Hensley's Paving and General Engineering, Inc. for Fulkerth Road Widening in the amount of $801,615.45 (Engineering)

L. Approving the Purchase of a Video Security System from Development Group, Inc. for the Public Safety Facility in an amount not to exceed $243,817.76 (Information Technology)

M. Authorizing an Agreement with KAM Technologies DBA Crossroads Inc, for Police Collision Reporting Software (Police Department)

N. Approving an Agreement with POSM Software LLC for Annual Software Licensing, Maintenance, and Technical Support for the City’s Utilities Televising Van System, for a One-Year Term with Automatic Annual Renewals Unless Terminated in Writing (Utilities)

9. **FINAL READINGS**

A. Second and Final Reading of an Ordinance Amending Turlock Municipal Code Title 7 (Public Works), Chapter 7-2 (Street Improvements), Article 6 (Miscellaneous Provisions), and Amending Chapter 7-6 (Sidewalk Maintenance and Repair Obligations) (Municipal Services)

B. Second and Final Reading of an Ordinance Amending Turlock Municipal Code Title 8, Chapter 1, Article 1; Section 02, Chapter 2, Article 1, Section 02; Chapter 5, Article 1, Section 02 and Chapter 6 Article 1 Section 02 to Adopt the 2025 California Building Standards Code. (Development Services)

10. **PUBLIC HEARINGS**

A. Approval of Proposed Annexation #40 of 2831 N. Walnut Road, Stanislaus County Assessor's

Parcel, 088-008-068, into Community Facilities District No. 2 Following a Public Hearing and Mailed Ballot Election of Affected Property Owners (Development Services)

11. **ACTION ITEMS**

A. Authorize Agreement with Legacy Health Endowment to Continue Person-Centered Care Program and Appropriate $300,000 of American Resue Plan Act Funds (Risk Management)

B. Approving an Agreement with Guidepost Solutions LLC for Design Services for A Camera System at Multiple City Locations (Municipal Services)

C. Consider the Adoption by a 4/5 vote of an Urgency Ordinance, making findings and establishing a temporary moratorium on the establishment of new, and relocation or physical expansion of existing, tobacco retailer businesses, also known as smoke shops, within the City of Turlock to become effective immediately. (City Attorney's Office and Police Department)

12. **COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS**

13. **CLOSED SESSION**

14. **REPORTS FROM CLOSED SESSION**

15. **ADJOURNMENT**

City Council Staff Report
January 14, 2026

From: Susan Borrego, Interim City Manager

Prepared by: Nichole Fiez, City Clerk

Agendized by: Susan Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion approving Mayor Bublak's recommendations for City Council appointments to boards, committees and commissions for 2026.

CDBG Community Grant Selection Committee - Council Designee
- Councilmember Erika Phillips, Primary
- Councilmember Rebecka Monez, Alternate

City/County Disaster Council
- Fire Chief or Designee

City/County Liaison Committee
- Mayor Amy Bublak, Primary
- Councilmember Rebecka Monez, Alternate

City of Turlock/Turlock Unified School District/California State University Stanislaus Joint Meeting
- Councilmember Cassandra Abram, Primary
- Councilmember Kevin Bixel, Alternate

East Stanislaus Regional Water Management Partnership (Management Group)
- Councilmember Kevin Bixel, Primary
- Councilmember Cassandra Abram, Alternate

North Valley Regional Recycled Water Program Joint Powers Policy Committee
- Christopher Fisher, Primary
- Councilmember Kevin Bixel, Alternate

San Joaquin Valley Air Pollution Control District Valley-Wide Special City Selection Committee
- Councilmember Cassandra Abram, Primary
- Councilmember Kevin Bixel, Alternate

Stanislaus Economic Development Action Committee (EDAC) *

- Anthony Sims, Primary
- Councilmember Erika Phillips, Alternate

Stanislaus Council of Governments (StanCOG) - Executive Committee *

- Councilmember Erika Phillips, Primary
- Councilmember Cassandra Abram, Alternate

Stanislaus County Grant Review Panel for CARES Emergency Solutions Grant

- Councilmember Erika Phillips, Primary
- Councilmember Rebecka Monez, Alternate
- Councilmember Kevin Bixel, Alternate

Stanislaus Homeless Alliance

- Councilmember Cassandra Abram, Primary
- Councilmember Kevin Bixel, Alternate

Stanislaus LAFCO (City Selection Committee) *

- Mayor Amy Bublak, Primary

Stanislaus Regional Water Authority (SRWA) *

- Mayor Amy Bublak, Primary
- Councilmember Erika Phillips, Primary
- Councilmember Rebecka Monez, Alternate

Turlock Public Library Partnership

- Councilmember Cassandra Abram

West Turlock Sub-basin Groundwater Sustainability Agency (WTSGSA) *

- Councilmember Kevin Bixel, Primary
- Councilmember Cassandra Abram, Alternate

**Requires Statement of Economic Interest (Form 700) Filing*

Human Relations Department

Career Opportunities

We are Hiring!

Career Opportunities

JOB TITLE	SALARY	DEADLINE
Chief Building Official	$11,542.00 - $14,030.00 Monthly	Continuous
City Attorney	$20,039.00 - $24,357.00 Monthly	Continuous
Police Cadet	$18.44 - $20.48 Hourly	01/20/26 5:00 PM
Police Officer I/II BONUS PAY	$6,558.00-$9,229.00 Monthly	Continuous
Police Officer Trainee BONUS PAY	$4,454.00-$5,416.00 Monthly	Continuous
Principal Planner	$9,090.00 - $11,049.00 Monthly	Continuous
Public Information Officer	$8,203.00 - $9,971.00 Monthly	01/21/26 5:00 PM
Laboratory Analyst I/II	$4,937.00 - $6,947.00 Monthly	01/22/26 5:00 PM

*As of 01/07/2026

For more information, please visit www.cityofturlock.org

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Human Relations Department

New Hires

Water Treatment Plant Operator I

Instrument & Control Technician, Senior

Maintenance Worker I

Maintenance Worker I

Promotions

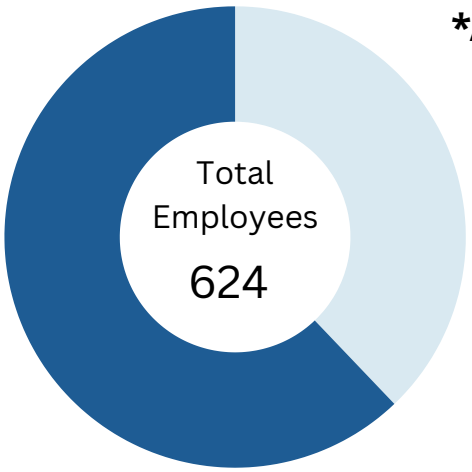
Account Clerk, Senior

Water Treatment Plant Operator, Senior

Staffing Data

***As of 01/07/2026**

Full-Time Employees
403



Part-Time Employees
221

Human Relations Department

Upcoming Events

The following trainings are scheduled for City staff:

Training	Date
Electrical & Arc Flash Safety / Lockout Tagout	January 20, 2026
Emergency Action Preparedness	February 3, 2026
Fire Prevention	February 17, 2026
CPR / First Aid (Regional Training hosted through RMA)	February 17–19, 2026
Hazard Communication	March 3, 2026
Injury & Illness Prevention Program	March 17, 2026
Hearing Conservation Program	April 7, 2026
Heat Illness Prevention	April 21, 2026
Ladder Safety	May 5, 2026
Personal Protective Equipment & Tool Safety	May 19, 2026
Slip, Trip & Fall Prevention	June 2, 2026
Traffic Control & Flagger	June 16, 2026
Trenching & Excavation	July 7, 2026

Ready to level up your career? Connect with top companies at these upcoming career fairs!

CSU Stanislaus Career Fair
Wednesday, March 18, 2026

UC Merced Career Fair
Thursday, April 23, 2026

Division Area	Project Name	Status	Target Completion Date
HR Operations	Administrative Investigations/Grievances	Ongoing Personnel Matters	
Payroll	Benefits/Contribution Administration	Ongoing	
HR Operations	City Access - Manage and oversee access to City Facilities	Ongoing	
HR Services	City Collaborated Facilities Tour	Quarterly Tours scheduled for 2026	Scheduled
HR Services	Citywide Goal Setting Program	Ongoing; work in progress	3/1/26
HR Operations	Classification and Compensation Study	Updating Recruitment Software System to reflect latest descriptions	12/9/25
HR Operations	Compliance Audits	Ongoing	1/20/26
HR Services	Contract Administration, Purchasing and Accounts Payable	Ongoing	
HR Operations	Contract Management	Ongoing	
HR Services	EAP Services	Ongoing	
HR Services	Employee Appreciation Recognition	Annual	11/1/26
HR Services	Employee Benefits and Retirement Administration	Ongoing , Review and Analysis	
HR Services	Employee Development and Coaching	HR 101 Academy in progress for calendar year 2026	6/1/26
HR Services	Employee Engagement Committee and Survey	Committee preparing data for distribution	1/31/26
HR Services	Employee Mentorship Program	Ongoing; Review and Analysis	12/31/26
HR Services	Employee Service Years Awards Program	Annual	9/1/26
HR Services	Events/Engagements/Outreach	Ongoing participation	Ongoing
HR Services	Industrial Injuries and Management	Ongoing	
HR Operations	Labor Negotiations and Contract Administration	In Negotiations with TMAPS and TAPO	
HR Services	Leadership and Emerging Leadership Program	Ongoing; work in progress	2/1/26
HR Services	Leave Management, Long Term and Life Insurance Benefits	Ongoing	
HR Operations	Leaves Administration	Ongoing	
HR Operations	Paperless Onboarding and Offboarding	Active and Ongoing	
HR Operations	Paperless Performance Evaluations	Review and Analysis	12/31/26
HR Operations	Paperless Personnel Actions	Review and Analysis	12/31/26
Payroll	Payroll process and Salary Administration	Ongoing	
HR Operations	Personnel Records Administration	Ongoing	
HR Operations	Progressive Discipline	Ongoing Personnel Matters	
HR Operations	Proper adherence of Labor Laws and City Policies	Ongoing Compliance	
HR Operations	Recruitment and Selection	Ongoing; vacancy rate 9%	
HR Services	Risk Compliance Training	Mandatory/Highly Encouraged trainings for Calendar Year 2026	12/31/26
Payroll	Taxes	Ongoing	
Payroll	Time and Attendance	Ongoing Review and Analysis	6/1/27
HR Services	Volunteer Program	Ongoing	4/1/26

Last Amended January 7, 2026

MUNICIPAL SERVICES

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

CITY MANAGER'S MONTHLY REPORT

JANUARY 13, 2025

LEADERGOV

HOW TO BECOME AN ENGAGED TEAM

The Municipal Services Department continued its integration of LeaderGov principles this month, focusing on How to Handle Stress. Team discussions addressed common workplace stressors and practical strategies for managing them, including setting boundaries, improving communication, and responding thoughtfully during challenging situations. The conversation emphasized personal responsibility, mutual support, and simple, realistic steps staff can take to reduce stress and maintain a healthy, productive work environment.

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

Aguilar-Rodriguez, Kimberly - P/T Recreation Worker
Casteneda, Danielle - P/T Recreation Worker
De La Hoya, Lupe - P/T Recreation Worker
Flores, Wendy - P/T Recreation Worker
Gonzales, Guillermina - P/T Recreation Worker
Martinez, Naomi - P/T Recreation Worker
Tristao, Shawn - P/T Employee
Valle-Rios, Carlos - Maintenance Worker I
Montez, Alexandre - Sr Water Treatment Plant Oper.
Ferguson, Ted - Maintenance Worker I
Plata, Jose - Maintenance Worker I
Relvas, Leah - P/T Recreation Worker
Rico, Isabella - P/T Recreation Worker
Rodriguez, Edward - P/T Employee
Rodriguez, Gavriel - P/T Employee
Rubio, Makayla - P/T Recreation Worker
Yadgari, Nioah - P/T Employee

FLEET

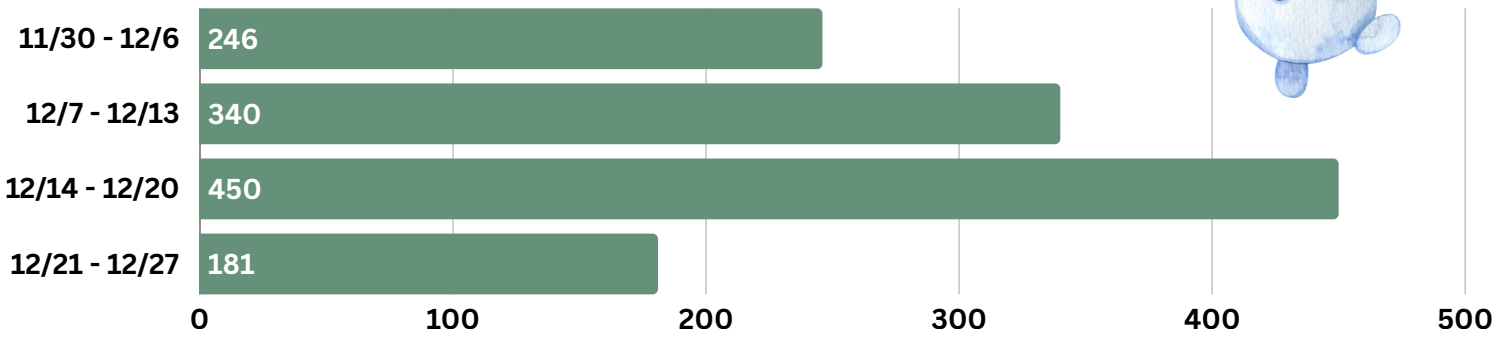
Opacity tests were successfully conducted by a new vendor, ensuring compliance for the heavy-duty fleet. Additionally, a new batch of safety recalls has been received, and vehicles will be called in for service as dealership capacity allows. SMOG checks were completed and reported to the Bureau of Automotive Repair in Sacramento prior to the 12/31 deadline. In addition, work is underway to enhance report generation capabilities to accurately break out tire and lubricant costs for Transit vehicles only, in support of Federal Transit Administration (FTA) reporting requirements.

UTILITIES

During the month of December, staff completed 9 plan checks/Bluebeam reviews, processed 103 USA markings, and performed 7 Emergency Program checks/repairs. Crews also inspected 5 sewer lift stations, completed 835 meter reads, conducted 3 water waste investigations, and performed 1 occupancy inspection. Field operations included proactive sewer main repairs at multiple locations in support of upcoming street and road rehabilitation projects, completion of two hot taps for new water service connections, and coordination with Confluence to perform unidirectional flushing (UDF) in the Northwest and Northeast areas, including the collection of water quality samples.

MAINTENANCE

POTHOLES FILLED IN DECEMBER



Over the past several weeks, crews across all divisions completed a high volume of maintenance, repairs, storm preparation, and special event support while continuing to manage staffing and equipment challenges. Streets Division crews collected a combined 167+ tons of leaves as part of the ongoing leaf program, repaired 1217 potholes, completed large asphalt repairs on Golden State and Monte Vista, and began and continued island weed spraying.

Sidewalks and underpasses at Monte Vista and Hwy 99 were cleaned, no-parking signage was installed for the Christmas Parade, and staff supported parade operations. Signs and Calls crews replaced stop signs and pruned trees to maintain visibility. One hot patch truck remains out of service due to a mechanical fire, impacting capacity.

Parks crews mowed and maintained numerous parks including Walnut/Dequesne, Tuolumne/Hampton, Clark, Linwood, Markley, Quaile, Columbia, Broadway, WQC, and Lambert Pond. Crews removed leaves at multiple parks and basins, prepared sites for stormy weather, completed playground inspections, hauled and placed dirt at Centennial Dog Park, repaired irrigation mainlines and sprinklers, replaced valve boxes, and addressed plumbing issues. Tree work included removing 7 dead redwoods and 1 cedar at Donnelly Park, raising 19 trees at Crane Park and the Walnut Basin, and cutting suckers on 18 redwoods at Christoffersen.

MAINTENANCE, CONT'D

Buildings and Facilities crews addressed graffiti, cleaned planters, pools, sidewalks, and roofs, repaired plumbing and HVAC issues, fixed roof leaks, reset VAV valves, replaced fixtures and gate hardware, cleaned oil spills at Transit, and completed pressure washing and brick repairs. Crews also supported holiday preparations by assisting with the Christmas Parade float, installing decorations and Christmas trees at the Transit Center, and preparing Central Park for parade activities.

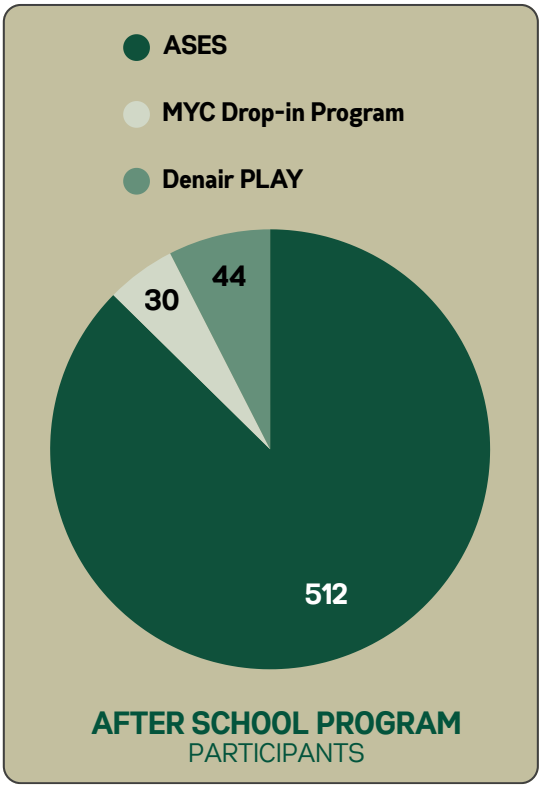
Assessment crews completed widespread mowing, pruning, blowing, weed control, trash and dog waste removal, gopher trapping, and irrigation repairs across walls, islands, paseos, bike paths, basins, and storage areas throughout the city, including Christoffersen, Walnut, Countryside, Berkeley, and Geer Road locations.

RECREATION

Holiday programming, special events, audits, and future planning activities were a focus throughout December. Staff hosted the Cookies with Santa event on Saturday, December 13, at the Turlock Senior Center. This free family event, held from 10:00 a.m. to 2:00 p.m., featured holiday activities and photo opportunities with Mr. and Mrs. Claus. The event marked the first Recreation-led Santa program in over 10 years outside of the annual Christmas Parade and welcomed approximately 25 families and more than 75 children. Activities included photos with Santa, cookies, a movie, and other festive offerings. The event served as a successful reintroduction of seasonal programming, with staff planning to build toward reviving the former Breakfast with Santa event in future years.

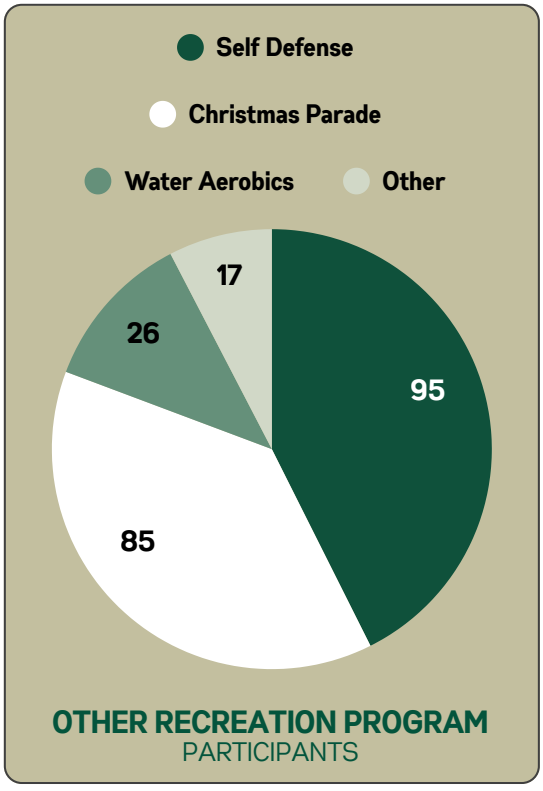
RECREATION, CONT'D

The 46th Annual Turlock Downtown Christmas Parade took place on Friday, December 5, with the theme Gingerbread Dreamland. The event drew thousands of residents and visitors into the downtown area to enjoy more than 80 parade entries. The Best Overall award was presented to the Knights of Columbus. Additional awards were given to Hughson Volunteer Firefighters Association for Antique Vehicle, Bonander Truck & Trailer for Commercial, Merced County Sheriff Posse for Equestrian, Modesto Junior College for Theme, Julien Elementary School for Youth Group, and El Rematito for Unique. The City extends its appreciation to Turlock Firefighters Local 2434 for sponsoring the parade.



AFTER SCHOOL PROGRAM
PARTICIPANTS

SPECIAL EVENTS
DECEMBER 12: OUR LADY OF GUADALUPE CELEBRATION
DECEMBER 20 - 21:
HOLIDAY MARKET



OTHER RECREATION PROGRAM
PARTICIPANTS

SCAN HERE FOR MORE INFORMATION ON RECREATION PROGRAMS!

OPEN REGISTRATION:
ADULT SOFTBALL
SWIM LESSONS
YOUTH POLO
JUNIOR GUARD
WATER AEROBICS
TINY TOTS
T-BALL
SELF-DEFENSE
DISC GOLF
PICKLEBALL
LIFEGUARD CLASS
BABYSITTING

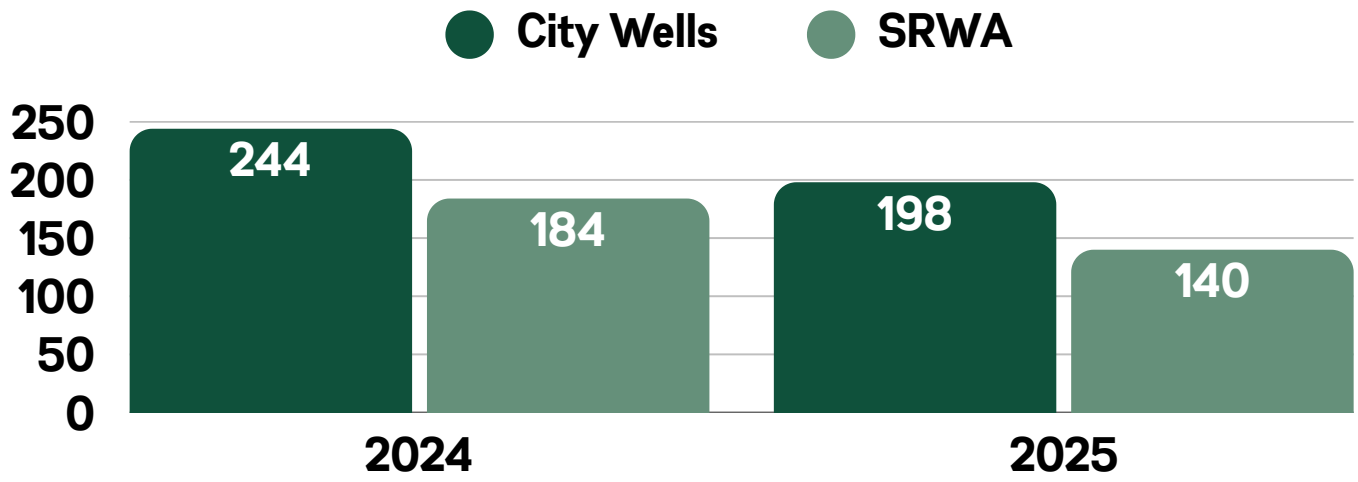
RECREATION, CONT'D

The Holiday Lights Tour was active throughout the season, encouraging residents to visit neighborhoods across Turlock competing for the best holiday light displays. A list of participating addresses and neighborhoods was available on the City's website. Transit also supported the program by offering a Holiday Lights Tour Shuttle, with schedules and details shared through Transit's website and social media channels.

In addition to event programming, staff worked through the FPM audit of the ASES programs in coordination with the Stanislaus County Office of Education and held a PARC meeting on Wednesday, December 10, to review ongoing initiatives and upcoming items.

STANISLAUS REGIONAL WATER AUTHORITY (SRWA)

SRWA WATER PRODUCTION AND WELL WATER PRODUCTION, IN MILLIONS OF GALLONS, **IN NOVEMBER***



WATER PRODUCTION November *2025**	
All water delivered to City of Ceres and City of Turlock met or exceeded water quality requirements as mandated by the State of California.	
CITY OF CERES	146 Million gallons of water was delivered
CITY OF TURLOCK	140 Million gallons of water was delivered
ZERO POSTIVE SYSTEM BACTI SAMPLES	

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

ENGINEERING

Staff participated in the SRWA Plant Tour to gain insight into regional water operations and treatment processes. Construction at John Lazar Park commenced on December 1 following the contractor's receipt of the fully executed agreement and Notice to Proceed for CP 25-041.

Roads Program

Current Project List

Only projects that have been brought before Council for a prior action (e.g., budget appropriation, professional services agreement) are included.

Status Legend
Design = Construction contract documents are in development.
Advertising/Bid Phase = The project has been advertised for construction bids, but has not yet been awarded.
Pre-Construction = The project has been awarded to a responsible and responsive contractor. The construction agreement, bonds, and insurance documents are in process of execution.
Construction = The project is under construction.
Project Closeout = The project is substantially complete. Minor corrective items, final quantities, and final change order negotiations and invoicing are being addressed.

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Design

Name	Vendor	# of Miles	Start Date	Anticipated Completion Date	Status	Notes
CP 24-031 Task Order 4 - GSB (Dels to Tuolumne)	Mark Thomas	2.2	7/1/2024	6/1/2026	Design	
CP 23-068 Bid Package 3 (Task Order 2)	Provost & Pritchard	1.9	2/1/2024	6/1/2026	Design	
CP 23-068 Bid Package 2 (Task Order 2)	Provost & Pritchard	2.1	2/1/2024	6/1/2026	Advertising/Bid Phase	
CP 23-052 Task Order 2 - Geer Rd	Mark Thomas	2.6	6/1/2024	6/1/2026	Design	
CP 25-023 (Task Order 5)	Mark Thomas	1.4	3/25/2025	3/1/2027	Design	
CP 25-024 (Task Order 3)	Provost & Pritchard	4.0	3/25/2025	3/1/2027	Design	
CP 25-025 (Task Order 4)	Provost & Pritchard	2.2	3/25/2025	3/1/2027	Design	
CP 25-026 (Task Order 3)	Siegfried	4.0	3/25/2025	3/1/2027	Design	
CP 25-040 (Task Order 5)	Provost & Pritchard	0.0	7/22/2025	3/1/2027	Design	Project involves crack seal and slurry surfacing for 184,792.56 square yards.
CP 23-069 (Task Order 2)	Siegfried	2.6	2/1/2024	6/1/2026	Construction Assistance	
CP 23-067 Bid Package 3 (Task Order 3)	Mark Thomas	2.7	2/1/2024	6/1/2026	Construction Assistance	
CP 23-033 (Task Order 1)	Siegfried	0.0	4/1/2023	6/1/2026	Construction Assistance	Due to impacts caused by another City Project, active construction on this City Project was delayed and has now been resumed as of October 7, 2025.
CP 23-067 Bid Package 2 (Task Order 3)	Mark Thomas	1.0	2/1/2024	6/1/2026	Project Closeout	
CP 23-067 Bid Package 1 (Task Order 3)	Mark Thomas	5.2	2/1/2024	6/1/2026	Project Closeout	
CP 23-032 (Task Order 1)	Provost & Pritchard	1.7	4/1/2023	6/1/2026	Project Closeout	

CP 23-031 Bid Package 2 (Task Order 1)	Mark Thomas	0.0	4/1/2023	6/1/2026	Project Closeout	
		33.6				

Construction

Name	Vendor	# of Miles	Start Date	Anticipated Completion Date	Status	Notes
CP 23-033	George Reed	1.2	4/1/2023	6/1/2026	Construction	Due to impacts caused by another City Project, active construction on this City Project was delayed and has now been resumed as of October 7, 2025.
CP 23-069	Dirt Dynasty	2.6	9/23/2025	12/1/2026	Construction	
CP 23-067 Bid Package 1	UPM	1.4	3/1/2025	7/1/2026	Project Closeout	
CP 23-067 Bid Package 2	UPM	1.0	4/1/2025	7/1/2026	Project Closeout	
CP 23-031 Bid Package 2	George Reed	1.9	4/1/2023	6/1/2026	Project Closeout	
CP 22-001 Bid Package 1	Cal Valley	5.9	1/1/2022	6/1/2026	Project Closeout	
		14.0				

Completed

Name	Vendor	# of Miles	Start Date	Completion Date	Status	Notes
CP 23-032	UPM	1.7	4/1/2023	7/1/2026	Completed	
CP 23-031 Bid Package 1	UPM	0.6	4/1/2023	6/1/2026	Completed	
CP 23-068 Bid Package 1	UPM	1.0	3/1/2025	6/1/2026	Completed	
CP 22-001 Bid Package 2	D. A. Wood	0.6	9/13/2022	8/22/2023	Completed	
CP 22-001 Bid Package 3	Cal Valley	0.5	4/25/2023	4/9/2024	Completed	
CP 23-068 Bid Package 1	UPM	1.0	2/11/2025	9/23/2025	Completed	
		5.3				

Construction Management and Inspection

Name	Vendor	Start Date	Anticipated Completion Date	Status	Notes
CP 23-052	NV5	7/8/2025	12/1/2027	Pre-Construction	
CP 23-068 Bid Package 2	NV5	10/14/2025	12/1/2026	Pre-Construction	
CP 23-068 Bid Package 3	CCME	12/9/2025	12/1/2026	Pre-Construction	
CP 23-067 Bid Package 1	CCME	3/1/2025	7/1/2026	Project Closeout	

CP 23-067 Bid Package 2	NV5	4/1/2025	7/1/2026	Project Closeout	
CP 23-031 Bid Package 2	NV5	4/1/2023	6/1/2026	Project Closeout	
CP 22-001 Bid Package 1	Mark Thomas	1/1/2022	6/1/2026	Project Closeout	
CP 23-033	NV5	4/1/2023	6/1/2026	Construction Management and Inspection	Due to impacts caused by another City Project, active construction on this City Project was delayed and has now been resumed as of October 7, 2025.
CP 23-069	NV5	9/23/2025	12/1/2026	Construction Management and Inspection	
CP 23-067 Bid Package 3	NV5	6/1/2025	7/1/2026	Construction Management and Inspection	

Municipal Services Department

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Current Project List

Name	Project Status	Division Responsible	Current Status of Project	Revised Completion Date (if applicable)	Category
Surface & Groundwater Study	Working on it	Drinking Water	11/25/25: Project is still ongoing with city chlorination and surface water samples and water quality parameters are still being checked monthly. Confluence recommends a continuous flushing program to help mitigate customer calls / complaints. Confluence will be assisting the City by providing flushing services and training for City staff, scheduled for December 2025.	2026-04-01	Operations and Maintenance
Cross Connection Control Plan	Awaiting Approval	Drinking Water	The City of Turlock Cross Connection Control Plan has been submitted to DDW. We need to be in compliance and have the City surveyed and completed by 2035.	2026-01-01	Compliance
Offsetting Water project - TID	Planning Phase	Drinking Water	Received a quote from Don Pedro Pump to install a new Ag Well for offsetting water. The project has been placed into the 5 year CIP list. as it will need to go out to bid with design.	2027-12-01	CIP
Utility Line Evaluation and Replacement	Working on it	Sewer	11/25/25: Next areas of concern are to get ahead of City Projects 25-023, 25-024, and 25-025 (Provost & Pritchard Task Orders for Roads Program CIP Projects). The goal is to televise the utility lines beneath these roadways on the list and inspect the conditions of the pipes to avoid project delays and unexpected budget impacts.	2026-01-31	CIP
123-TCP and PCE Remediation	Working on it	Drinking Water	EKI was awarded a contract by the City Council on 8/12/25. Work is underway.	2026-12-01	EH&S
Turlock GSP Dianne Pond - TID	On Hold	Drinking Water	11/25/25 Groundwater recharge will resume in May as TID will start adding water in the 127.5-acre feet of the stormwater basin. The purpose of this project is to replenish water and have it ready and available to distribute into lateral 4. Within 77 days, 1.3 Million Gallons per day were put into Dianne Pond for a total of 100.1 MG. This project has been put on hold by TID and will not be containing any water at Dianne Pond at this time.	2026-12-01	Operations and Maintenance
Secondary Clarifier No. 4 Recoating project	Implementation Phase	Sewer	11/25/25: Contractor has finished coating the clarifier mechanism and baffles. Change order to coat the adjacent pump station was approved by City Council on 11/18/25.	2026-07-01	CIP
Constituents of Emerging Concern and Far-Field Dilution Study	Implementation Phase	Sewer	3/10/25: Regional Board approved the CEC work plan, and we have conducted 1 of 4 fielding sampling event. // 10/10/25: The Far Field Dilution Study has been completed, and a draft copy has been sent to the water board for review/comments. Most of the sampling has been completed for CEC study but we are hoping to complete the final sampling event during lower flows at the request of the water contractors. // 11/26/25 The Water Board is still reviewing the Fairfield Dilutions Study (no updates). The final sampling event for the CEC study is tentatively set for spring of 2026 when the flows in the DMC are lower. Both reports are due in July 2026. The water Board has delayed the permit renewal to align discharge permits so we don't anticipate a lot of feedback until the permit renewal process begins.		Compliance
SCADA System Upgrade at Wastewater Treatment Facility	Implementation Phase	Sewer	3/10/25: Latest construction schedule shows completion by Jul. Still need to install and program remote controls system at Walnut Energy Center (WEC) and Pedretti Park // 10/10/25: Still waiting on WEC and Pedretti Park installation. Lots of delays due to poor records and proprietary system // 11/26/25 The control panel at WEC has been installed and they are testing the controls and addressing punch list items.	2027-12-01	CIP

Flotator Rehabilitation Project	Awaiting Approval	Sewer	3/10/25: Waiting on contract amendment to move project forward // 10/10/25: Looking to award design at the December city council meeting // 11/16/25: Engineering is looking to award the project at the January city council meeting.		CIP
Department Staffing Study	Awaiting Approval	Sewer	New job descriptions supported by study are with HR for review and presentation to City Council for approval.		Staffing
123 TCP Well Assessment, Rehabilitation, and Treatment at Well 35	Awaiting Approval	Drinking Water	Cultural Report complete, need to meet with engineering to select a design team consultant.	2029-02-28	EH&S
Wellhead Treatment at Well 36	Working on it	Drinking Water	Provost and Prichard received contract and is at 50% design completion for well 36.	2026-09-01	EH&S
Storm Drain Trash Capture Device – MS4 Compliance	Planning Phase	Storm	Hydraulic Model is still pending. Carollo staff is still working on the Master Plan. Placed selected sites on CIP list. Met with engineering team set a date to review and select a design firm.	2030-10-01	EH&S
Urban Water Managment Plan	Working on it	Drinking Water	Cost-sharing MOU approved by SRWA Board and City Council on November 18, 2025. West Yost (consultant) has been given Notice to Proceed.	2026-07-01	EH&S
Drinking Water Public Health Goal	Working on it	Drinking Water	Presenting in a public hearing in the December 2025 City Council meeting.	2025-12-09	EH&S
Sidewalk Compliance Program	Working on it	Admin	RFP for concrete contractors and administrative updates are in final stages of review.	2026-07-01	Operations and Maintenance
Water Well #29 Chlorination Project	Implementation Phase	Drinking Water	Howk (contractor) has been issued a Notice to Proceed and anticipates a 2-week shutdown of Well 29 during their work in the Fall of 2025 to install the new PLC panel, pending delivery of the chemical dosing pump.	2026-06-01	CIP
Water Rate Study	Working on it	Drinking Water	11/25/25 Staff are working with NBS (consultant) to perform evaluations of the CIP & O&M to ensure the rate study findings are accurate.	2026-03-01	Operations and Maintenance
Risk & Resiliency	Working on it	Drinking Water	Larry Walker Associates (LWA) is currently working on updating the City's Risk and Resilience Assessment and Emergency Response Plan for Water Systems and to identify and address potential threats or hazards. Data is being evaluated and is at approximately 90% completion. Following the data collection, the reports will be completed by LWA.	2026-04-01	Compliance

Completed Projects

Name	Project Status	Division Responsible	Current Status of Project	Revised Completion Date (if applicable)	Category
Create Job Descriptions for I&C Supervisor and Lab/ECI Superintendent	Done	Storm and Sewer		2025-07-01	Staffing
Report of Waste Discharge	Done	Storm and Sewer			Compliance
Drinking Water Consumer Confidence Report	Done	Drinking Water		2025-07-01	EH&S
Solid Waste EAR	Done	Solid Waste			Compliance
SRWA Critical Spares	Done	Drinking Water		2024-02-01	Operations and Maintenance
SRWA Asset Care Plans	Done	Drinking Water		2024-02-01	Operations and Maintenance
SRWA SOP Creation and Validation	Done	Drinking Water		2023-02-01	Operations and Maintenance
SRWA Annual Operations Report	Done	Drinking Water			Operations and Maintenance
SB 1383 Food Generators Compliance	Done	Solid Waste		2025-07-25	EH&S
Solid Waste JACE Review	Done	Solid Waste		2025-05-25	EH&S

Engineering Division

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Current Project List

Only projects that have been brought before Council for a prior action (e.g., budget appropriation, professional services agreement) are included.

Status Legend

Design = Construction contract documents are in development.
Advertising/Bid Phase = The project has been advertised for construction bids, but has not yet been awarded.
Pre-Construction = The project has been awarded to a responsible and responsive contractor. The construction agreement, bonds, and insurance documents are in process of execution.
Construction = The project is under construction.
Project Closeout = The project is substantially complete. Minor corrective items, final quantities, and final change order negotiations and invoicing are being addressed.
Completed = Notice of Completion has been recorded.

CP #	Project Name	Project Start Date	Anticipated Completion Date	Current Status of Project
24-003	Downtown PCE Remediation (Groundwater)	1/1/2024	2/1/2029	02 - In Design
23-042	Phase II Montana Park	5/1/2023	12/1/2026	02 - In Design
22-035	Intersection Improvements at Countryside Drive and Business Entrance	9/1/2023	9/1/2026	02 - In Design
25-030	Pedestrian Hybrid Beacon at Christoffersen and McKenna	5/1/2025	5/1/2026	02 - In Design
24-036	Marty Yerby and Senior Center Renovations (remodel bathrooms, ADA access to front door)	7/1/2024	5/1/2026	04 - Advertising/Bid Phase
24-010	Fire Station No. 31 SCBA Compressor Room Update	1/1/2024	12/1/2025	07 - In Construction
24-042	Senior Center Roof & HVAC Replacement	7/1/2024	5/1/2026	07 - In Construction
23-040	Water Replacement for Roads Program 2024	7/1/2024	12/1/2025	08 - Project Closeout
23-046	Well 29 Chlorination	12/1/2023	12/1/2025	07 - In Construction
24-004	WQC Admin Building Reroof	1/1/2024	12/1/2025	07 - In Construction
14-44	Intersection Improvements at W. Main & S. Tegner	6/1/2022	2/1/2026	07 - In Construction
14-79	Golden State / Berkeley / Golf Intersection Improvements	1/1/2014	3/1/2026	07 - In Construction
24-033	Transit Center EV Chargers	12/1/2024	1/2/2026	07 - In Construction
23-027	Secondary Clarifier No. 4 Recoating	1/1/2023	1/1/2026	07 - In Construction
19-51B	Columbia Pool Renovation	7/1/2021	12/1/2025	08 - Project Closeout
21-033	Slurry Seals 2023 (Assessment Districts)	11/1/2022	1/1/2026	08 - Project Closeout
21-043	John Lazar Park	12/1/2021	5/1/2026	07 - In Construction
24-020	Fire Station 32 Window Replacement	1/1/2024	3/2/2026	05 - Post Bid
25-041	City Utility Trench Repair FY 2025-26	7/1/2025	1/1/2026	05 - Post Bid

DEVELOPMENT SERVICES DEPARTMENT

BUILDING

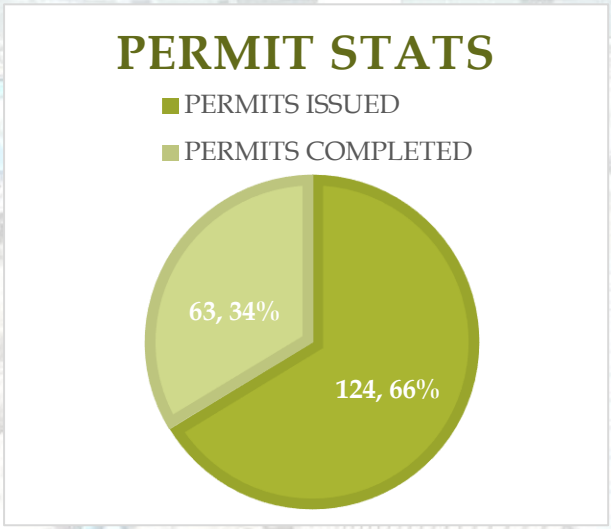
The Development Services Department continues to strive to provide excellent customer service while ensuring the health, safety, enhancement, and prosperity of our community.

PLANNING

CITY MANAGER'S MONTHLY REPORT
DECEMBER 2025

BUILDING DIVISION

244 BUILDING INSPECTIONS PERFORMED IN DECEMBER

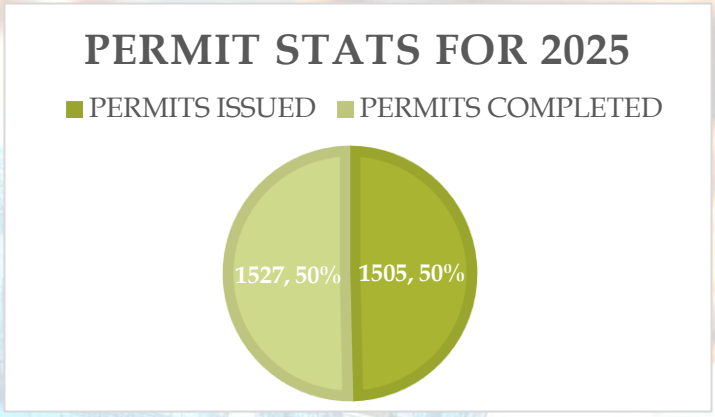


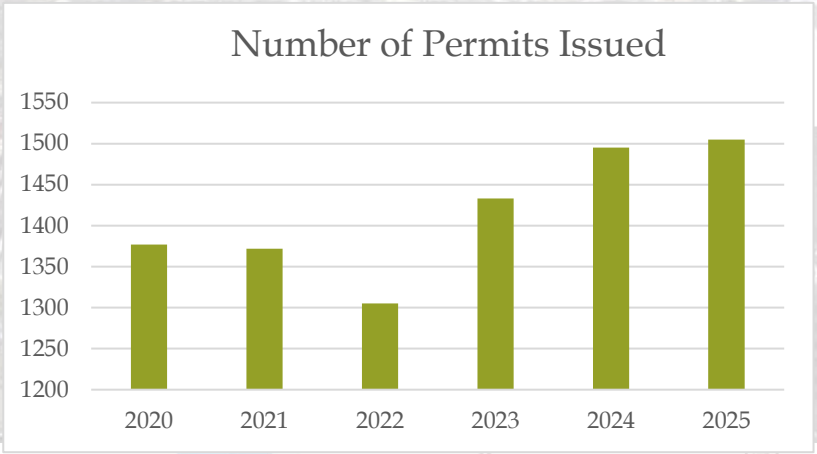
BUILDING SUBMITTALS FOR A NEW ISLAMIC CENTER AND ADULT DAY CARE FACILITY WERE RECEIVED

NATION'S GIANT HAMBURGER RECEIVED THEIR FINAL INSPECTION AND CERTIFICATE OF OCCUPANCY

BUILDING DIVISION YEAR IN REVIEW

3,895 BUILDING INSPECTIONS PERFORMED IN 2025





RESIDENTIAL PERMITS ISSUED IN 2025:	
SFDs/ADUs	94
DUPLEX	1
APT BLDGs	13

PLANNING DIVISION

- The Planning Division received an application (MDP 2025-22) requesting approval for the construction of a new 6,815-square-foot retail building for AutoZone Parts Inc. at 1445 Lander Avenue. The project includes the merger of two adjacent parcels located at 160 Montana Avenue and 170 Montana Avenue, as well as the demolition of all existing on-site structures.

- An application (MDP 2025-23) was received for a site located at 2719 W. Linwood Avenue, requesting approval to develop a recreational vehicle (RV) and boat storage facility on an approximately 19.70-acre parcel. The project includes demolition of the existing residence and barn.

- An application (MDP 2025-24) was received requesting approval to redevelop the site located at 590 S. Golden State Boulevard for Western Pacific Truck School. The proposed project includes remodeling the existing building and demolition of the existing scale house and associated site improvements.

- Maverik submitted an application (MDP 2025-25) for a project located at 2300 Lander Avenue proposing the development of a fueling station and convenience store on a 4.98-acre site. The project includes 14 fueling stations under a single canopy, a diesel fueling area with five fueling stations, and a 5,951-square-foot convenience store building.

- An application (MDP 2025-26) was received requesting approval for the construction of a 3,988-square-foot warehouse building. The proposed facility includes a 488-square-foot office and a 3,500-square-foot warehouse to support packaged meat distribution operations.

- An application was received for a Conditional Use Permit Amendment (CUP 16-08) to allow the expansion of Get Air Trampoline Park into a portion of an adjacent vacant suite within the existing building shell. The project includes demolition and construction of non-bearing partitions, installation of new lighting, HVAC grilles, electrical outlets, restrooms, an equipment access platform, and new interior finishes.

COORDINATED & HOSTED 5 PREDEVELOPMENT MEETINGS

BUSINESS PERMITS APPLIED FOR

BUSINESS ADDRESS	BUSINESS TYPE	BUSINESS NAME
116 W MAIN ST	ZONING CERTIFICATE/OCCUPANCY INSPECTION	PAPER MOON STATIONERY & ART SU
	HOME OCCUPATION PERMIT	RIVAS TAX SOLUTIONS LLC
	HOME OCCUPATION PERMIT	AMERICAN LIFE ASSOCIATION
	HOME OCCUPATION PERMIT	HOUSE CLEANING
1811 COUNTRYSIDE DR	ZONING CERTIFICATE/OCCUPANCY INSPECTION	LONGHORN FOODSERVICE INC DBA N
	HOME OCCUPATION PERMIT	CORTEZ CREATIONS
	HOME OCCUPATION PERMIT	CARLOS HANDYMAN CONSTRUCTION
2130 GEER RD D	ZONING CERTIFICATE/OCCUPANCY INSPECTION	JAVIER PADILLA, CPA INC
2524 ACME CT	ZONING CERTIFICATE/OCCUPANCY INSPECTION	KW SOLUTIONS
334 N CENTER ST F	ZONING CERTIFICATE/OCCUPANCY INSPECTION	RUEDA TAXES AND INS SERVICES
	HOME OCCUPATION PERMIT	STUARTS BAIT AND APPAREL
435 LANDER AVE	ZONING CERTIFICATE/OCCUPANCY INSPECTION	A-MAX INSURANCE SERVICES
	HOME OCCUPATION PERMIT	BLUE LIGHTNING HOBBY SHOP

Development Services – Building, Housing, Planning
Current Project List – January 7, 2025

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
REAP 2.0 Grant	Planning	July 2025	December 2026	MOU and consultant contract on November 18th Council agenda 11/18 Council approved. Contract & MOU routing for final signatures
Housing Element update	Planning	May 2021		11/17/25 HCD comment letter received 11/17-12/31 Staff revisions and review 1/6/26 Revisions addressing 4 HCD comments sent to HCD for informal feedback
Development Impact Fees	Dev Serv Dir/Muni Dir	Summer 2025		Working with Chris. Waiting for consultant information.
SB 330 (Permit Streamlining 90-day Rule for housing development applications	Director/City Attorney/IT	December 2025	1st Quarter 2026	Develop checklist & application to meet requirements of SB 330, SB 423, AB 2011 and SB 4. Post on website
Zoning Ordinance Amendment – legal nonconforming uses	Planning & City Attorney	August 2024	June 2026	Need to finalize and coordinate with City Attorney
Zoning Ordinance Amendment – definitions & CUPs	Planning & City Attorney	September 2024	March 2026	Tentatively scheduled for January Planning Commission meeting; tentative for February Council agenda
Zoning Ordinance Amendment – digital signs	Planning & City Attorney	January 2025	December 2026	Researching digital signs in other jurisdictions, current case law and potentially drafting amendments.
Cannabis DA & Ordinance Amendments	Planning & City Attorney	September 2024	June 2026	First meeting with operators held 2/19/25 to get feedback on what is working and not working. Need to schedule additional workshop.
Promoting ADUs and permitting process	Planning/Building/ Communications	October 2024	June 2026	Creating brochures, video & other communications to better inform citizens about ADUs, and promote the pre-approved plans.
Concierge Program	Dev Serv Dir/Econ Dev Dir			Working with Economic Development Director
Updating pre-approved ADU plans for new CBC updates	Planning/Building	June 2025	1st Quarter 2026	11/18/25 – Stanislaus County polling cities for cost sharing to revise 3 ADU plans with 2025 CBC updates

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Omnibus - Zoning Ordinance Amendment & Clean-up	Planning	January 2025	1st Quarter 2027	Reviewing and drafting the ordinance changes/clean-up that needs to be updated.
Update Predevelopment Meeting handout	Planning/Communications	December 2024	June 2026	Update information and post on website and advertise on social media
Cleaning up complaints and expired/expiring permits	Building	January 2025	December 2026	Establishing process for closing out projects. This is in anticipation of cleaning up files prior to moving to the new permitting software.
Rapid Review	Building/Communications	May 2023	January 2026	1/2/26 - Roll-out of Rapid Review program
Occupancy Inspection	Building/Planning/Fire	February 2025	On hold until a CBO is hired	Reviewing the occupancy process to clean-up redundancy with other departments and potentially streamline the process for new businesses
Hire Chief Building Official	Building	February 2022	Until filled	Candidate withdrew
Hire Senior Building Inspector	Building	October 2024	June 2026	Waiting for Classification Study to be completed.
AB 2234 Post-entitlement information posted to website	Building	September 2024	December 2025	Working to identify information required to be on website to comply with State law
Website – department/division specific	Building	March 2023		All divisions/departments working with I.T. and software applications
Permitting software	Building	August 2023	Approximately 24 months after purchase and onboarding	Will have a better idea of timelines once software is purchased.
Reviewing and updating of Building Division handouts, brochures, policies, checklists and processes	Building	August 2024	March 2026	Staff is currently reviewing and updating
Re-classify staff analyst position	Director/HR	July 2025	December 2025	Because of the difficulty hiring a CBO and the staff analyst has been working out of class re-classifying the position would provide a workable solution while still searching for a CBO as well as preparing the department to work efficiently moving forward. Working with HR Director
Board of Building Appeals	Director/City Attorney	December 2025	June 2026	In light of recent cases and complaints and the difficulty in hiring a permanent CBO the Board of Building Appeals needs to be appointed and authority and rules adopted.

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Reviewing recent legislation for mandatory inclusion and updates on the Planning & Building web pages.	Director/Planning/Building/IT	January 2026	March 2026	Will work with IT to get the information on the website.

ECONOMIC DEVELOPMENT & COMMUNICATIONS

Monthly Report - December 2025

No-Cost One-on-One Business Support!

ECONOMIC DEVELOPMENT DEPT.

Business Assistance Drop-In Program

30-minute individual introductory drop-in sessions (no appointment necessary)

Every Tuesday
10:30 Am – 12:30 Pm

Turlock City Hall
156 S. Broadway, Turlock, CA
**First Floor – Development Services Dept. Help Desk*

Learn About:

- Why you should open your business in Turlock
- Available Turlock business grants
- Turlock statistics
- No-cost regional business resources
- Connections to business support organizations

Perfect for new & existing businesses seeking guidance!

Who should visit us?

- Entrepreneurs/Start-Ups
- Individuals thinking about opening a business
- Businesses thinking about expanding
- Businesses experiencing challenges

For More Info:

Anthony Sims
Economic Development Director & Communications Officer
(209) 668-6031
ASims@turlock.ca.us

City of Turlock – Economic Development & Communications Department

Executive Summary – December 2025 Monthly Report

Key Highlights

- Launched the Business Assistance Drop-In Program, providing no-cost, one-on-one support for entrepreneurs and existing businesses every Tuesday at City Hall, strengthening direct business engagement and accessibility to City resources.
- Conducted 11 Business Retention and Expansion (BRE) meetings in December, contributing to 97 total BRE visits for the 2025–26 fiscal year, reinforcing support for existing employers and local job stability.
- Highlighted business attraction strategies, including sports tourism, which generates hotel stays, visitor spending, and recurring sales and transient occupancy tax (TOT) revenues, supported by 30+ annual tournaments at Pedretti Sports Complex.
- Successfully executed the Discover Turlock for the Holidays marketing campaign, generating over 866,000 impressions and a 74% video completion rate, driving local shopping and event participation.

Summary:

The December 2025 Economic Development & Communications Monthly Report highlights the City of Turlock's comprehensive approach to supporting businesses, workforce development, and community engagement.

The report demonstrates strong momentum in business retention, small business assistance, incentive expansion, and targeted attraction strategies such as sports tourism. Marketing and communications efforts successfully drove local economic activity during the critical holiday season, while accessibility initiatives reinforced the City's commitment to inclusive growth.

Collectively, these efforts position Turlock for continued economic resilience, business confidence, and quality-of-life improvements moving into 2026

TURLOCK BY THE NUMBERS

TURLOCK POPULATION
73,100

20 MILE POPULATION RADIUS
640,000

CSU STANISLAUS AVERAGE ANNUAL ENROLLMENT
8,000 - 10,000

TURLOCK LABOR FORCE
33,000

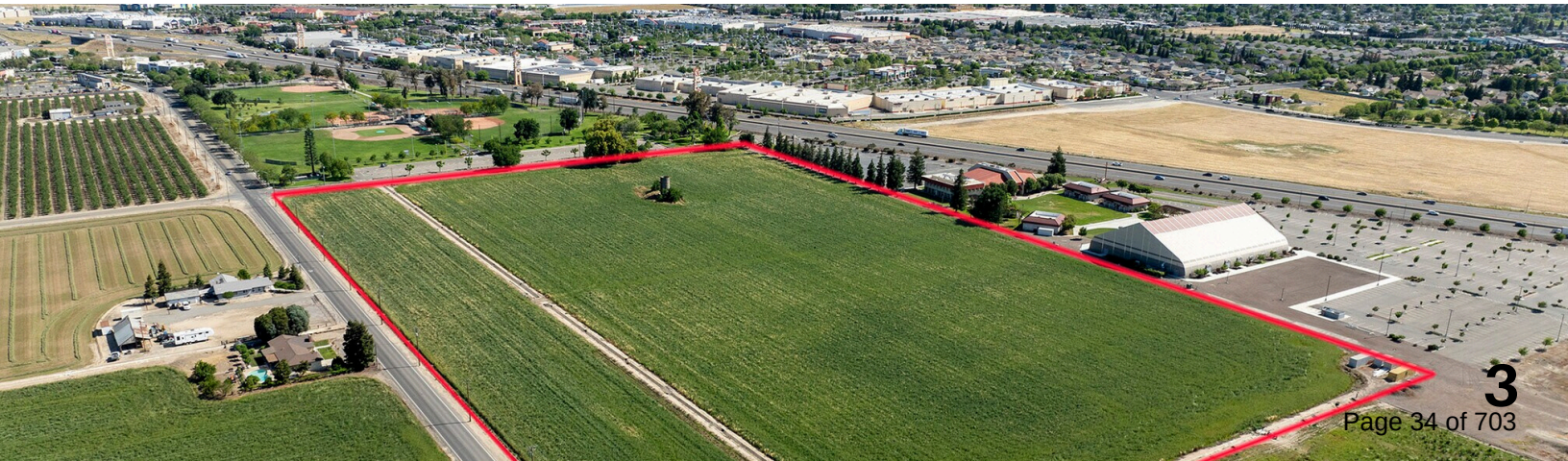
Data Sources: ESRI, Placer.AI, CSU Stanislaus

TURLOCK HOUSING MARKET STATS - NOV. 2025

ACTIVE LISTINGS: 106
SOLD LISTINGS: 33
AVG. LIST PRICE: $539,000
AVG. SALE PRICE: $439,000
AVG. DAYS ON MARKET: 37
AVG. PRICE PER SQ. FT: $306

Data Sources: Turlock CVAR Realtor

Pictured Below: 3000 W. Tuolumne Rd., Turlock, CA; 24.97 acres, Zoned Community Commercial



Business Retention and Expansion (BRE)

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

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

During the month of December 2025 , City of Turlock Economic Development staff met with 11 local businesses and organizations.

⋆***2025-2026 Annual Business Retention and Expansion (BRE) Visits:*** *97 meetings*
(reporting period : 7/1/2025 - June 30/2026)

Pictured above: New Turlock businesses that opened in December 2025

- ***Tacos California located at 2500 Fulkerth Rd., Turlock, CA***
- ***Nations Giant Hamburgers located at 1811 Countryside Drive, Turlock, CA***
- ***Mister Carwash located at 2530 Countryside Drive, Turlock, CA***

To request a meeting with our economic development team visit:

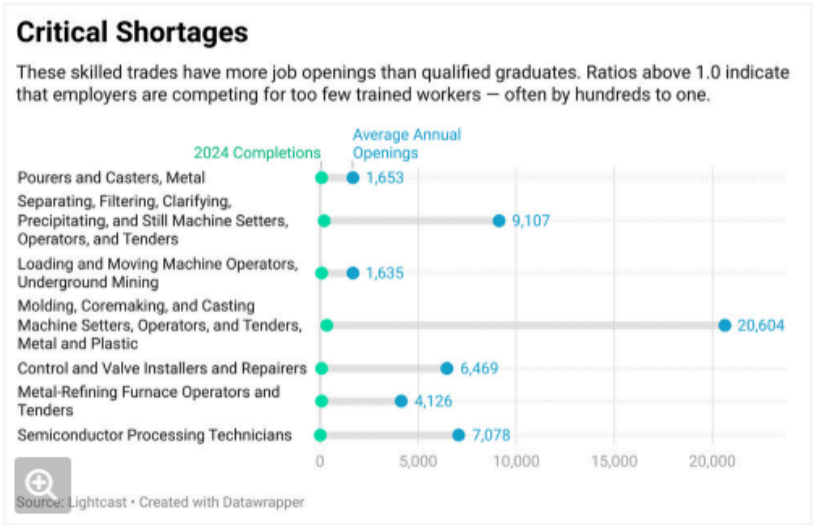
https://www.cityofturlock.org/doingbusinessinturlock/businessresources/supportservices.asp

Workforce Development - Talent Development

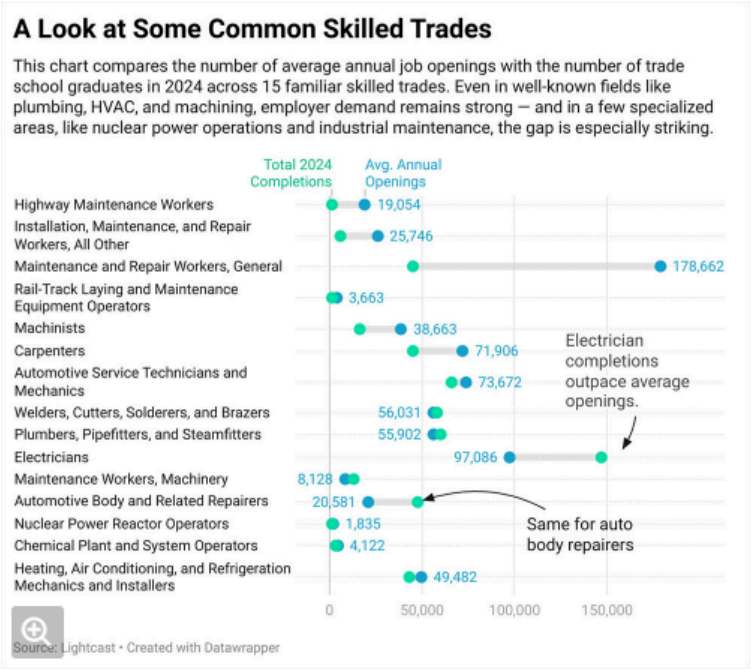
Workforce development within economic development refers to a set of strategies and activities designed to enhance the skills, knowledge, and capabilities of the local labor force to meet current and future economic and industry needs.

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

A closer look at current workforce trends:
Area Development Magazine, Q4 2025:
https://www.areadevelopment.com/skilled-workforce-STEM/q4-2025/the-workforce-bottleneck-in-americas-manufacturing-revival.shtml



Critical Shortages



A Look at Some Common Skilled Trades

Electricians, plumbers, HVAC technicians, and machinists — the backbone of the industrial workforce — remain in short supply. Electricians are one of the few trades where graduates slightly outnumber openings; most others fall short.

Machinists face about 2.4 openings per graduate, maintenance and repair workers nearly 4 per graduate, and highway maintenance roles exceed 16 to 1.

These figures incorporate both traditional college completions and DOL-registered apprenticeship graduates, giving a fuller picture of how local training ecosystems are performing.

"The gap isn't so much getting entry-level journey workers; it's that transition all the way into superintendent and field leadership," said Scott Canada, president of Renewable Energy at McCarthy Construction. "That foreman-to-superintendent step is really tough."

Workforce Trends (continued):

In summary, the Area Development Q4 2025 workforce article explains that while the United States is experiencing a strong manufacturing revival fueled by reshoring, automation, and federal investment, a severe shortage of skilled workers is emerging as a major constraint.

Manufacturers are struggling to find employees with the technical, trade, and STEM skills required for modern production environments, which is increasingly influencing site selection and expansion decisions. In response, companies and communities are rethinking workforce pipelines by investing in training, upskilling, and partnerships with educational institutions, while also tapping into underutilized labor pools.

The article concludes that without significant and sustained workforce development efforts, the talent gap could slow or limit the long-term success of America's manufacturing resurgence.

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

The City has a partnership with Fresno State - Parent University to offer no-cost virtual courses to all Turlock residents (of all ages). Upon completion of each 4 week course, participants will receive a certificate from Fresno State University. This academic year (Aug. 2025 - June 2026) there has been 43 certificates achieved thus far.

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

Other regional workforce development - talent development partners that provide educational programs and trade skill vocational training include:

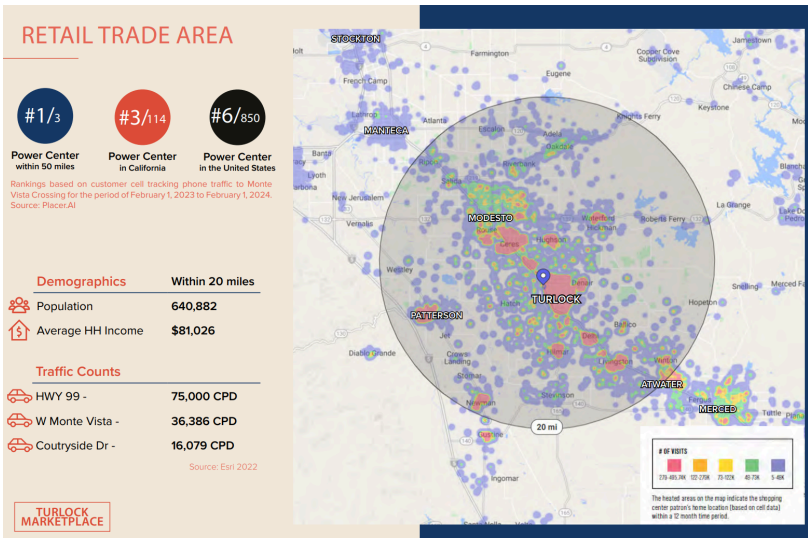
- **California State University Stanislaus** - https://www.csustan.edu/
- **California State University Stanislaus - Career Ready U** - https://www.csustan.edu/career/careerreadyu
- **California State University Stanislaus - STEM CRU** - https://www.csustan.edu/aspire/stem-cru
- **Modesto Junior College** - https://www.mjc.edu/index.html
- **The Volt Institute** - https://www.voltinstitute.com/
- **Bay Valley Tech** - https://www.bayvalleytech.com/

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

Sports tourism is a powerful economic development driver that generates new visitor spending, supports local businesses, and strengthens a community's tax base. Tournament and event-driven sports bring non-resident visitors who stay in local hotels, dine at restaurants, shop in retail centers, and use transportation and entertainment services, creating direct and indirect economic impacts. In addition to increasing transient occupancy tax (TOT) and sales tax revenues, sports tourism helps stabilize demand during off-peak travel periods and provides recurring economic activity throughout the year.

Did you know?
Pedretti Sports Complex hosts 30+ tournaments annually.

Tell us what businesses you would like to have in Turlock!
email:
asims@turlock.ca.us



Other: _____

Turlock Partnership Incentive Grant Amount Increase!

At the November 18th, 2025 City Council meeting, the Council voted unanimously to increase the Turlock Partnership Incentive Program grant from $1,000 to $3,500 !

This program is designed to:
- Support small businesses opening in Turlock
- Help revitalize vacant storefronts
- Create new jobs in our community

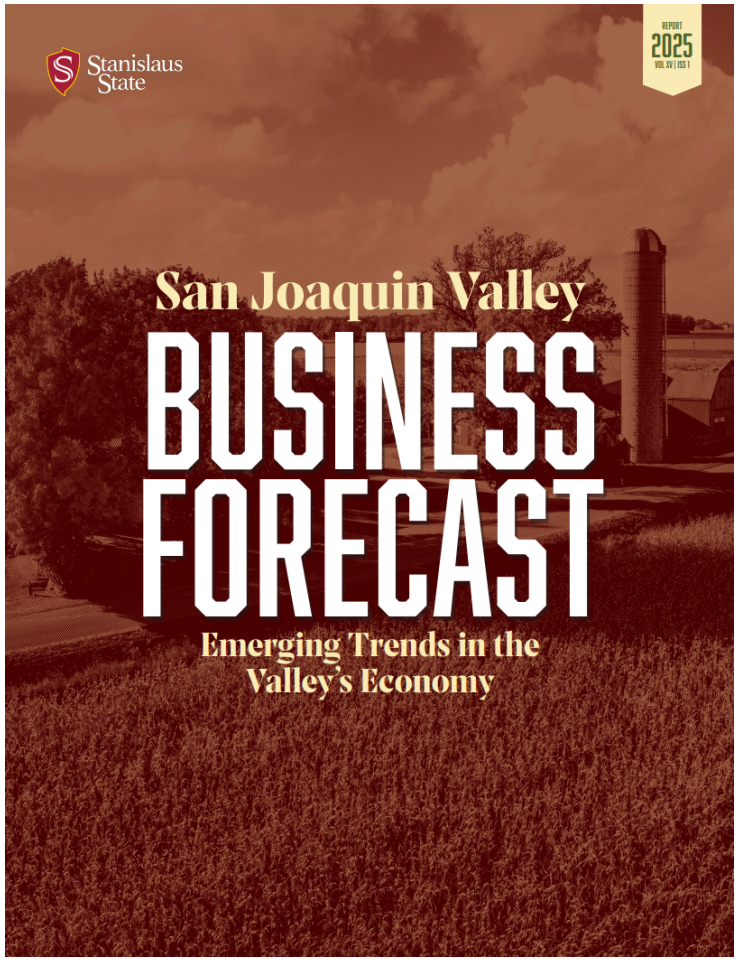
To qualify, businesses must:
• Open in an existing vacant building within city limits
• Provide a business plan (with no-cost support available through the Valley Sierra SBDC)
• Attend a no-cost pre-development meeting
• Agree to simple record-keeping for one year
• Not be part of a franchise, nonprofit, or corporate chain
Grant application must be submitted prior to starting the licensing and permitting process.

If you have been considering starting your own business in Turlock and meet the qualifications listed above, give us a call, stop by, or visit us online to learn more!

Contact: Anthony Sims,
Economic Development Director
Email: asims@turlock.ca.us
Phone: 209-668-5540 Ext. 1122 or 209-668-6031

CSU Stanislaus, San Joaquin Valley Business Forecast
Emerging Trends in the Valley's Economy

Read the full report here:
https://www.csustan.edu/cba/san-joaquin-valley-business-forecast



The San Joaquin Valley Business Forecast 2025 (Volume XV, Issue 1) is an annual economic outlook report produced by Stanislaus State that analyzes current conditions and future trends shaping the San Joaquin Valley economy.

The report provides data-driven forecasts across key areas including employment, housing, inflation, wages, banking, and capital markets, using long-term historical trends and two-year projections.

It is designed to help business leaders, policymakers, educators, and community stakeholders understand economic risks, growth sectors, and emerging challenges facing the region.

Overall, the report serves as a strategic planning and decision-making tool for anticipating economic shifts and preparing for regional economic resilience

Business Workshops

Supporting startups and entrepreneurs is a strategic investment in economic development. Innovation sparks new ideas, technologies, and businesses, driving job creation and adding lasting value to the local economy.

The City of Turlock supports startups, entrepreneurs, and the broader business community by offering no-cost business workshops and implementing targeted business development programs.

These workshops are held throughout the year and feature a wide range of topics and strategies, presented by guest speakers with expertise in various areas of business.

Upcoming business workshops:
1/29/2026: Small Business Funding Expo
For more details, see flyer below.

Read the complete 5 Essential Tips for Small Business Success guide here:

https://www.cityofturlock.org/_pdf/files/5_Tips_For_Small_Business_Success.pdf

Business Resources

The City of Turlock's Economic Development Department is launching a new Business Assistance Drop-In Program that provides no-cost, one-on-one support for new and existing businesses.

Held every Tuesday from 10:30 a.m. to 12:30 p.m. at Turlock City Hall, the program requires no appointment and is designed to offer convenient, hands-on assistance. Business owners and entrepreneurs can receive guidance on business location decisions, local grants, market data, and connections to no-cost regional support resources.

The program is open to start-ups, expanding businesses, and those facing challenges, all with the goal of helping businesses start, grow, and succeed in Turlock.

For those unable to attend, meetings can also be scheduled directly with the Economic Development team by emailing ASims@turlock.ca.us

Discover Turlock for the Holidays – Campaign Summary

From October 14 through December 31, the City of Turlock implemented the Discover Turlock for the Holidays marketing campaign to encourage local shopping, support Turlock businesses during the critical fourth quarter, and increase attendance at holiday events throughout the community.

Campaign Results (Oct. 14 – Dec. 31, 2025):

- Over 866,000 total impressions across local and regional audiences
- 614,635 static image ads and 251,919 video ads delivered
- 186,283 full video views, resulting in a strong 74% video completion rate

The campaign highlighted Turlock's shopping districts, restaurants, and major holiday events, helping drive consumer visits, reinforce local spending, and support the city's business community during one of the most important retail seasons of the year.

👉 Explore local shops, dining, and events: DiscoverTurlock.com
🎥 Watch our holiday video: https://www.instagram.com/reel/DP7DtmaEn6x/

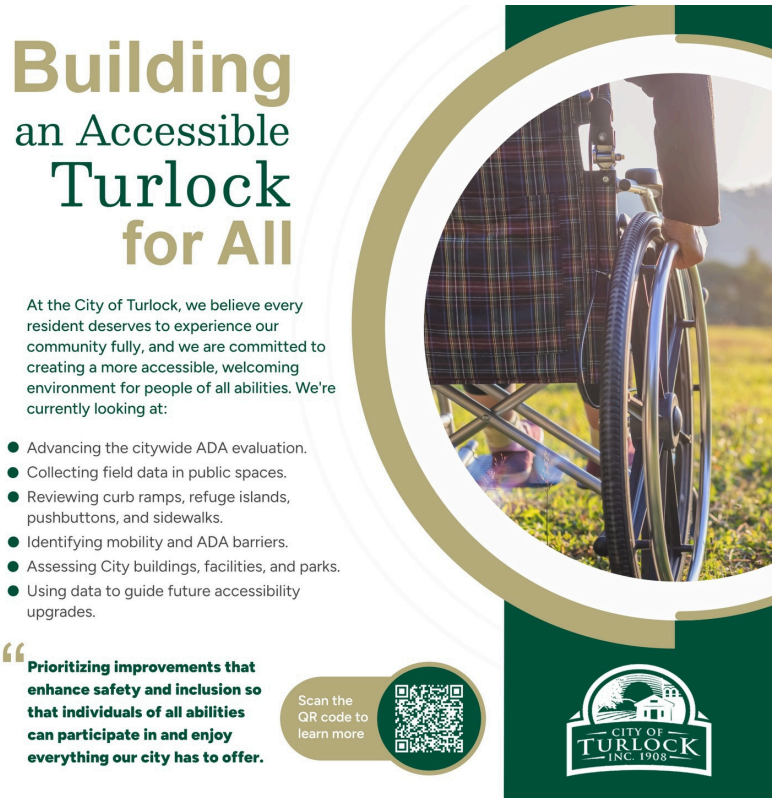
46th Annual Turlock Downtown Christmas Parade

The 46th Annual Christmas Parade was a wonderful way to continue the holiday celebrations, and we loved seeing our community come together for one of Turlock's biggest traditions.

From the creative floats to the festive energy along the route, it was a night to remember.

A big thank you to all the participants, volunteers, and staff who helped make this year's parade such a success.

Merry Christmas, Turlock!



Building an Accessible Turlock for All.

At the City of Turlock, we believe every resident deserves to experience our community fully, and we are committed to creating a more accessible, welcoming environment for people of all abilities.

We're currently looking at:

Advancing the citywide ADA evaluation.
Collecting field data in public spaces.
Reviewing curb ramps, refugee islands, push-buttons, and sidewalks.

Identifying mobility and ADA barriers.
Assessing City buildings, facilities, and parks.

Using data to guide future accessibility upgrades.

To learn more about this project, visit:

https://www.cityofturlock.org/government/documentsreports/adaaccessibility/

New Accessibility Reporting Tool

The City of Turlock is excited to share that we have launched a new online ADA accessibility reporting tool as part of our ongoing ADA Self-Evaluation and Transition Plan.

This mobile-friendly tool allows residents to easily report accessibility concerns in public spaces by dropping a pin on a map, leaving comments, and submitting feedback in English or Spanish.

It provides a simple and interactive way for the community to help us identify barriers and prioritize accessibility improvements.

Residents can get started by scanning the QR code on the flyer and participating directly from their mobile device.

City Update

-with Mayor Bublak

December 15, 2025

Dear Turlock Community,

The holiday season is well underway, and as the new year approaches, I am reminded once again of how special it is to live in a city that shows up for one another. The first half of December has been filled with community spirit, local traditions, and meaningful moments of connection that highlight everything we love about Turlock.

One of the biggest celebrations this month was our Downtown Christmas Parade, which brought an incredible turnout. Our community lined the streets, families bundled up together, children cheering, and neighbors greeting neighbors as eighty-nine floats from across Turlock and beyond lit up Main Street. It was a beautiful reminder of how united our city is during this season of joy.

Local businesses have also been bustling, especially as our "Discover Turlock for the Holidays" campaign continues to shine a spotlight on the people, shops, and experiences that make our city unique. Thank you to everyone choosing to shop local. Your support strengthens jobs, families, and the overall vitality of our community.

As we look ahead to the final days of the year, there is much to be excited for. Road and infrastructure improvements will continue to make progress across the city, and we remain committed to enhancing safety, accessibility, and the overall quality of life for all who live and work here.

The holiday season is also an opportunity to check in on our neighbors, support local organizations, and look out for those who may be facing challenges during this time of year, because we are better together.

My hope and prayer is that the coming weeks bring peace, joy, and time together with those you love most. Thank you for making Turlock a community defined by kindness, belonging, and togetherness. I look forward to stepping into the new year with you as we continue building a bright future for our city.

Wishing you a warm and wonderful holiday season and a happy, healthy start to 2026.

-Amy Bublak

Current Highlights

Discover Turlock for the Holidays
Events throughout the season draw crowds, media attention, and the community together.

Turlock Senior Citizens' Art Show
The Turlock Senior Citizens' Group partnered with the City of Turlock to showcase their art class's work on display at City Hall from November 13, 2025, through January 13, 2025 156 S. Broadway, Turlock, CA.

Stan State Men's Soccer Team
Stanislaus State Men's Soccer Team had an incredible season, one of the best in program history. City Council recognized the team at December's council meeting.

46th Annual Christmas Parade
Once again, the Christmas Parade Drew 25-30 thousand people to line downtown Main Street.

Download the City of Turlock Mobile App

CITY OF TURLOCK INC. 1908

COMMUNICATIONS UPDATE

Did you know?

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

https://www.cityofturlock.org/

https://www.facebook.com/CityofTurlockCityHall

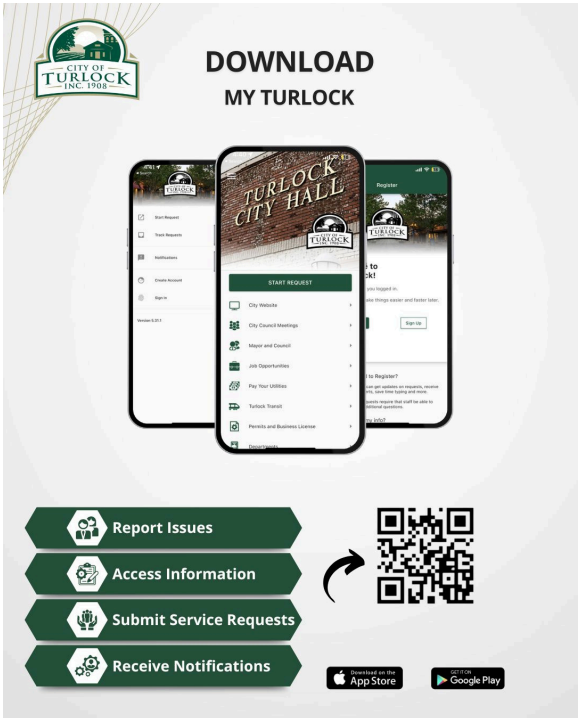
https://www.facebook.com/CityofTurlockEconomicDevelopment

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

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

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

www.cityofturlock.org/businessresources



Economic Development Department - Communications Department

Current Project List

Updated: 1/6/2026 –

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
PBID Downtown Contract – COT and TDPOA	Econ Dev.	11/2022	10/2023	Completed end of 2023
Sports Complex	Econ Dev.	2022	Project Paused	Project temporarily paused due to economic climate.
Economic Development Strategic Plan Update	Econ Dev.	8/2024	September 2025	Completed in September of 2025. Report on city website. Marketing campaign to start on 1/9/2026, and will have periodic posts monthly from January 2026 – April of 2027.
Business Visitation Program (Goal of 100+ Business meetings annually)	Econ Dev.	7/1/2025	6/30/2026	7/1/2024 – 6/30/2025: 190 meetings completed 7/1/2025 – 6/30/2026: 97 meetings completed
Business Workshops (Goal of 12 – 15 workshops annually)	Econ Dev.	7/1/2025	6/30/2026	7/1/2024 – 6/30/2025: 16 completed 7/1/2025 – 6/30/2026: 5 completed In que: ➢ Small Business Funding Expo (1/29/2026) ➢ 2 Additional Business Workshop in February (in collaboration with Valley Sierra Small Business Development Center) ➢ Turlock Business Conference (March 2026)
City of Turlock Small Business Development and Assistance Program	Econ Dev.	7/1/2024	Program Concluded 9/1/2025	Program launched in August 2024. Businesses eligible to receive $3,500 in grants for social media ads (2 checks, $1,750 each). 72 Grant Applications submitted 49 businesses have been sent first check. 23 businesses have been sent the second check. $150k left in funding; researching more programs.
Discover Turlock for the Holidays	Econ Dev.	9/22/2025	1/1/2026	Project Date Range: 10/14/2025 – 12/31/2025 Project Goal: increase shopping/visitors in Turlock Metrics (10/14/2025 – 12/31/2025): 866,554 Total Views 614,635 Static Ads, 251,919 Video Ads (74% Completion Rate)

Turlock Partnership Incentive Program	Econ Dev.	11/18/2025	On-going	Increased grant amount to $3,500 Recent Applications: Javier Padilla CPA, Inc. (Completed, will attend 2nd City Council meeting in January for Check Presentation) The Caffeinated Cow (in process)
Annual City of Turlock Job Fair	Econ Dev.	Annual Event	11/5/2025	Completed 11/5/2025 Metrics: 42 employers, 460 jobseekers
Business Assistance Drop-In Program	Econ Dev.	12/9/2025	On-going	Event occurs every Tuesday from 10:30am – 12:30pm Econ Dev Director will meet with any entrepreneur or business and advise on available business resources.
Business Concierge Program	Econ Dev./Planning	1/1/2025	On-going	More information to come: Developing program and program marketing material.
Economic Development Attraction Efforts	Econ Dev.	July 2022	On-going	On-going; High Profile Sites: Turlock Marketplace Shopping Center (30-acres) WISP (Westside Industrial Specific Plan) Sites on Geer Road 99 and Lander Site Party City Location Rite Aid Location on Monte Vista
Fresno State – Parent University (Wrkfrce Dev/Talent Development Initiative)	Econ Dev.	8/1/2025	7/1/2026	2024-2025 Reporting Period (153 Certs Achieved) 2025-2026 Reporting Period (48 Certs Achieved so far)
Annual Turlock Bus.Conference	Econ Dev.	Feb. 2025	March 2026	On-going; Staff is planning the 2026 event.
Turlock Marketplace-Chick Fil A Project	Econ Dev/Dev Svcs	2023	December 2025 – Spring of 2026	Turlock Marketplace permit approved 8/4/2025. Chick-Fil-A site to begin construction week of 1/12/2026.
WISP Marketing	Econ Dev/Dev Svcs	8/2025	On-going	Creating content to promote WISP dev. opportunities.
Development Svcs Marketing	Econ Dev/Dev Svcs	10/2025	On-going	Developing content to revamp flyers and advertise Development Services Dept. Effort is to promote business growth.
COMMUNICATIONS DEPT:				
Communications Plan	Econ Dev./Comms.	March 2024	September 2025	Completed in September of 2025. Report on city website. Marketing campaign to start mid-January, and will have periodic posts monthly from January 2026 – mid-to-late 2027.
Turlock Citizen Survey	Econ Dev./Comms.	8/14/2025	11/3/2025	Survey Launched 8/14/2025, Concluded 11/3/2025

				963 Responses Submitted. Report to be posted on city website in mid-January. Marketing campaign will be initiated to highlight the results.
Virtual Turlock Website and Mobile App Button	Econ Dev./Comms.	9/16/2025	5/1/2026	Partnership with CSUS Computer Science and STEM department. Will showcase Turlock for residents, businesses, investors, students, & visitors. Will advance economic development, tourism, & community branding.
Comms/Media Request Support Form	Econ Dev. /Comms.	9/10/2025	1/30/2026	Dept. has been getting more media request support from other departments. Creating a support ticket system to measure results, as well as be more prepared for events the department is asked to cover. Request in que.
City of Turlock Mobile App	Econ Dev./Comms.	Jan. 2024	May 2024	Completed as of May 2024 “MyTurlock” (on app store)
City of Turlock Website	I.T. Dept. and Comms. Dept.	2024	2026	I.T. Dept. leads project, Communications team will assist as needed.
Social Media Liaisons Monthly Meetings	Econ Dev./Comms.	November 2023	On-going	On-going
Social Media - Instagram	Econ Dev./Comms.	July 2022	On-going	Metrics: cityofturlock.ca Instagram: 6,248 followers)
Social Media - Facebook	Econ Dev./Comms.	July 2022	On-going	Metrics: City Hall FB: 2,000 followers City of Turlock Economic Development: 1,200 followers
Social Media - LinkedIn	Econ Dev./Comms.	July 2022	On-going	Metrics: City of Turlock: 7,704 followers)
Attend Farmers Market	Econ Dev./Comms.	July 2025	On-going	Staff attended 5 Turlock Farmers Markets promoting city events & programs.
Other Econ Dev/Comms Marketing Initiatives: Surveys -Speaking at CVAR, Rotary, Chamber, etc.	Econ Dev./Comms.	Q1 2024	On-going	On-going
City of Turlock Econ Dev. YouTube Channel	Econ Dev./Comms.	1/15/2025	1/30/2026	Channel is targeting to launch in mid-January 2026.
Annual Business Survey	Econ Dev./Comms.	2/3/2025	Paused	Paused. The Turlock Chamber of Commerce recently initiated a business outreach survey. The Turlock Chamber of Commerce will be sharing survey results with the City of Turlock Economic Development Department.
Department Communications Projects to encourage community engagement.	Econ Dev./Comms.	6/15/2025	On-going	Comms staff working with other departments to gather & create content to advertise city department programs to

				Turlock community & encourage/increase community engagement. Recent highlights included Turkey Trot social media videos and 46th Annual Christmas Parade coverage.

Finance Department Monthly Report
January 13, 2026

From: Isaac Moreno, Finance Director

Prepared by: Isaac Moreno, Finance Director

Agendized by: Susan E. Borrego, Interim City Manager

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

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

Measure A Committee – The annual report for fiscal year 2024-2025 has been approved by the Committee and will be coming to Council on January 27, 2026 meeting.

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

Utility Billing Division Report – Please see attached memorandum.

Projects:

User Fee Study – Consultant has started preliminary meetings with three division. The estimated completion is March 2026.

Impact Fee Study – Pending completion of infrastructure master plan updates. An updated timeline will be developed once this is complete.

Interim City Manager Approved Contracts Up To $75,000					
Contract Number	**Vendor Name**	**Description**	**Compensation Amount Not to Exceed**	**Effective Date**	**Department**
DECEMBER					
2026-098	Turlock Community Theatre	Turlock Community Theatre Fall Dance	$ 6,879.00	8/18/2025	Municipal Services-Recreation
2026-079	E Source Companies LLC	Water Loss Audit Validation Services	$ 9,000.00	11/1/2025	Municipal Services
2026-072	Carollo Engineers	On-Call Hydraulic Modeling Services	$ 25,000.00	11/10/2025	Municipal Services

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

FINANCE DEPARTMENT
UTILITY BILLING

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

DATE: January 7, 2025

TO: Isaac Moreno

FROM: Angelica Gonsalves

SUBJECT: December 2025 Department updates

For the month of December 2025:

Finance processed a total of 1,726 receipt payments in the office by walk in customers, 563 by mailed/drop box, and took 563 phone payments. The department answered 1,446 calls during the month of December. Processed 130 utility move-in's, and 104 move-out and exception bills. Payment agreements: 90 current and 29 past due payment agreements.

Utility billing processed and mailed 19,737 utility bills and issued 2,431 penalties. Delinquent notices were mailed to 0 customers. 0 accounts were terminated.

The department went live with the new payment platform online and interactive voice response (IVR) for utility customers on 7/16/25. In December we had 1,491 customers made payments on the new IVR, 3,805 customers paid through the new portal, and 2,510 set up for autopay. We have a total of 8,141 registered users on the new portal from 12/31/25. 548 users have signed up for paperless billing.

Business license processed 41 new applications and closed 11 business licenses. 88 licenses were renewed and 0 delinquent notices were mailed out to lapsed business licenses. The City of Turlock currently has 7,008 active licenses.

Funds with HUD:

Prepared: 1/5/2026

Stanislaus Housing Consortium		
	CHDO	-
	Administrative Funds	650,283.01
	HOME	4,942,436.78
		5,592,719.79
CDBG-CV		645,763.38
CDBG		1,433,033.46
HOME-ARP		
	Administrative and Planning Funds	465,613.25
	Home Activities Funds	4,531,689.15
		4,997,302.40

Notes:
-Funds stated above do not reflect expenditures that have not been submitted for reimbursement
-CHDO funds were transferred into HOME funds

Funds with California Department of Housing and Community Development:

Permanent Local Housing Allocation (PLHA) pending application	469,237.00

Funds with City:

Stan County HOME Lead Consortium Fund 254	-
CDBG (with City) Fund 255	(87,472.59)
HOME Consortium Fund 256	675,855.62
State HOME Fund 257	
State Home Funds	2,792,465.89
Cal HOME Program	1,560,705.27
HEAP	91,053.02
	4,444,224.18
Housing Stimulus Fund 258	(13,785.22)
HOME-ARP Fund 259	(31,042.65)
PLHA-Permanent Local Housing Allocation Fund 260	824,377.38
Successor Agency - LMI Fund 625	1,915,425.65

TOTAL OF ALL FUNDS:	$	20,865,638.40

Notes:

City Council Staff Update
January 13th, 2026

From: Nick Showalter, IT Director

Prepared by: Nick Showalter, IT Director

Agendized by: Susan E. Borrego, Interim City Manager

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

New Website Project
The new website project has remained in the Content Management System (CMS) integration phase, where the editing tools are enabled for updating content such as text, pictures, and more. The project team from Revize has indicated that increased volume from the holiday season extended CMS integration phase of the project timeline. The project should be moving into the Site Mapping and Content Migration phase now in January 2026. Design and copywriting consultants have been contracted and will be assisting with migrating and updating content throughout January and February. The estimated go-live date for the website is still March 2026.

Audio/Video – City Council Chambers and Emergency Operations Center
The EOC audio/video equipment components have been ordered and are being prepared with the vendor. The vendor is still awaiting the delivery of five components, and the tentative installation is mid to late January 2026. IT Staff are also continuing to working with the City Clerk's Office to plan upgrades for the City Council Chambers audio-video and streaming system to meet Senate Bill 707 requirements.

Enterprise Permitting and Licensing Software
IT Staff prepared a proposal for the Tyler Technologies Enterprise Permitting and Licensing software and received approval from the City Council to purchase the software. This software will modernize the permitting process providing expanded access to customers, improved efficiency, enhanced internal collaboration, greater transparency, and additional data and reporting capabilities.

Camera System Upgrade at the Public Safety Facility
IT Staff have been collaborating with Police Department staff in assessing and analyzing enterprise facilities video surveillance systems to upgrade cameras at the Public Safety Facility. After multiple in-hand reviews and demonstrations, a system was

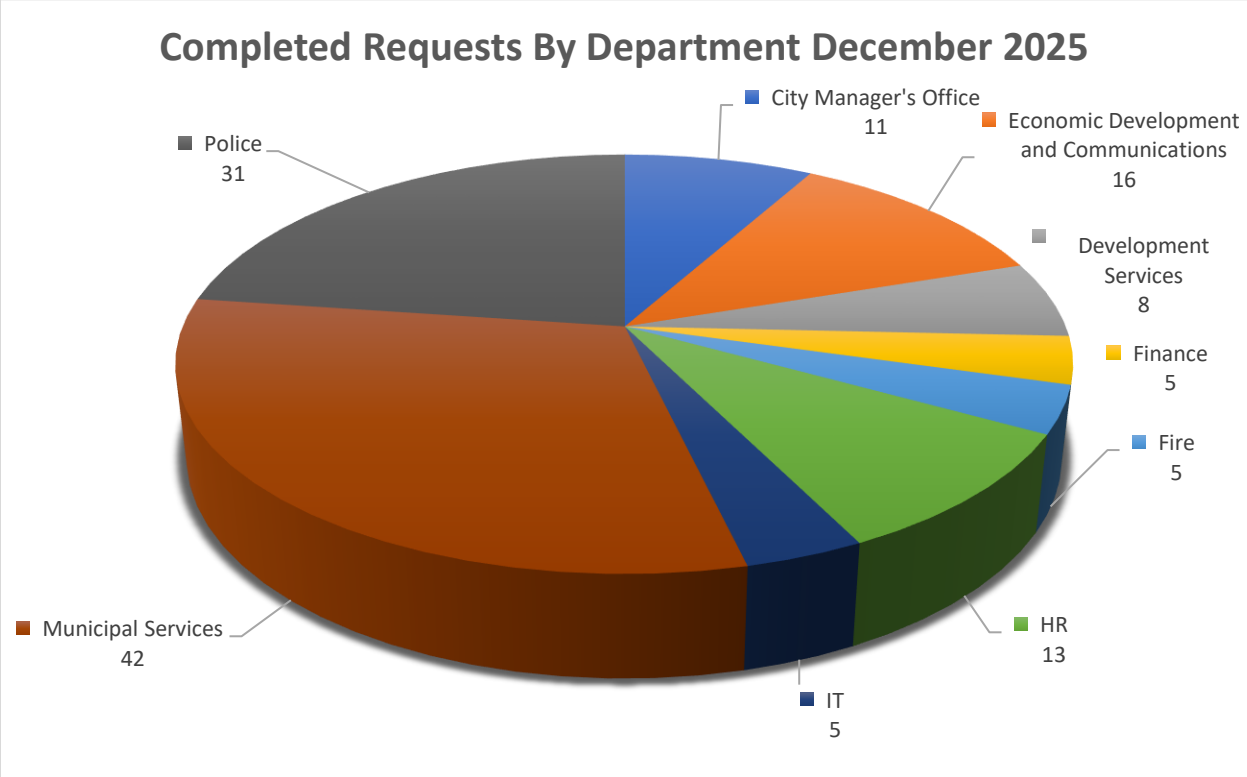
selected to meet the overall needs of the facility. IT Staff are preparing a proposal to take for approval to upgrade the cameras at the Public Safety Facility.

Virtual Server Software Renewal
IT Staff assessed the server environment and scoped the renewal of the virtual server software that is due in January 2026. IT Staff worked with the vendor and corresponding departments and prepared an agenda item to process the renewal for purchase approval.

Microsoft 365 Mailbox Migration Project and Licensing Planning
IT Staff were able to prepare and meet the necessary contract requirements to begin working with the vendor to scope the Microsoft 365 project. IT Staff also spent time assessing Microsoft products, features, and licensing requirements that frequently change in order to begin a renewal process to ensure the Microsoft products to meet the City's business needs.

Holiday Website Updates
IT Staff continued to work on the City's website to ensure updated information was displayed for the holidays and holiday events.

Completed IT Requests*
IT staff completed **136 requests** for service during December 2025.



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

Leadergov Training and Topic of the Month:

The IT Department did not review a Leadergov Training Topic for December. Instead, the IT Department's staff meeting for December had a year-in-review presentation by the IT Director and IT Manager highlighting wins within the department and key contributions to the City for 2025. In addition, current and upcoming projects and initiatives for 2026 were presented and reviewed. IT Staff will be reviewing the December topic of *Time Management* in January 2026 along with the January topic.

Information Technology Department
Current Project List

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
New Website with Revize	IT and City Department Staff	May 2025	March 2026	*IN PROGRESS* – In Content Management System Phase.
Online Permitting Customer Portal	IT, Dev Services, Econ Dev Staff	December 2025	July 2027	*PENDING* – Purchase approved. Pending initiation.
Emergency Operations Center (EOC) Technology Upgrades	IT Staff	May 2024	January 2026	*IN PROGRESS* – A/V Upgrades approved and pending equipment delivery and installation.
Public Safety Surveillance Camera Upgrades	IT Staff and Police Staff	July 2025	July 2026	*IN PROGRESS* – Awaiting City Council approval for purchase.
Multifactor Authentication Service Upgrade	IT Staff	September 2025	January 2026	*IN PROGRESS* – Quote Received. Pending purchase.
Upgrading Connections to Fire Stations	IT Staff and Services Provider	June 2023	January 2026	*IN PROGRESS* – Deploying temporary modem solution. Awaiting Vendor approval on contract language. Assessing additional options.
Establishing Connections to Well Sites	IT Staff and Services Provider	Pending	Pending	*PENDING* – Awaiting vendor approval on contract language.
Establishing Connections to Parks	IT Staff and Services Provider	August 2023	Pending	*IN PROGRESS* – 2 modems deployed. Awaiting Vendor Agreement for future parks.
City Council Chamber A/V System Upgrade	IT Staff, City Clerk, and Services Provider	May 2025	March 2026	*IN PROGRESS* – IT Staff are working with City Clerk and A/V vendor.
Microsoft 365 Mailbox Migration	IT Staff and Services Provider	September 2023	February 2026	*IN PROGRESS* – Pending Business License acquisition by vendor and Project Kick Off
Police Department Software Implementations and Data Migrations	IT Staff, Police Staff, and Vendor	June 2025	January 2026	*IN PROGRESS* – Preparing legacy data for migration. Assisting with data connections to existing sources.
CAD Upgrade	IT Staff and Police Staff	March 2024	March 2026	*IN PROGRESS* – Testing completed. Awaiting the date for the upgrade from Dispatch/Police.
GIS Utility Data Updates	GIS Staff and Engineering	September 2025	March 2026	*IN PROGRESS* – GIS Coordinator working to provide designs to consulting services.
2026 Computer Replacements	IT Staff	January 2026	December 2026	*ONGOING* – Computers purchased and being replaced.
Customer-Facing Utilities Data	IT Staff, Municipal	TBD	TBD	*PENDING* - Currently in Research Phase.

Service	Services			
Uninterruptible Power Supply (UPS) Battery Backup Battery Replacements and Servicing	IT Staff	October 2023	July 2026	*IN PROGRESS* – Performing in-house battery replacements. Working with vendors on a replacement UPS.
Phone System Upgrade	IT Staff and Consultants	April 2024	December 2026	*PENDING* – Project in discovery phase and reaching out to vendors to assess options.
Wireless Network Hardware Upgrade	IT Staff	Pending	Pending	*PENDING* - Wireless network needs to be updated to meet the latest generation of Wi-Fi technologies.
Network Hardware Refresh	IT Staff	Pending	Pending	*PENDING* - Project in the discovery phase of identifying needs and requirements for upgrade.
Computer Protocol Policy Update	IT Staff	Pending	Pending	*PENDING*
Phone Tree Redesign	IT Staff	Pending	Pending	*PENDING*
Completed Projects 2025				
Server Infrastructure Upgrade	IT Staff, reDesign group	August 2023	June 2025	COMPLETED - Approved by City Council 8/22/2023 Item 5. G.
Backup Internet Connection Upgrade – City Hall and Walnut Facilities	IT Staff	August 2024	December 2024	COMPLETED – Approved at 12/10/2024 City Council Meeting
Backup Storage Upgrade	IT Staff	July 2024	January 2025	COMPLETED – New Data System backup implemented.
Hosted Website Formal Bid Process	IT Staff	September 2023	March 2025	COMPLETED – Going to Council for award on March Agenda
CAD Mobile UX Upgrade	IT Staff and Police Staff	March 2024	July 2025	COMPLETED – IT Staff upgraded Public Safety vehicle fleet with latest version of CAD Mobile.
Payment Processing Service Upgrade	IT Staff and Finance Staff	September 2023	July 2025	COMPLETED – New payment terminals installed. System is live. Full cutover 1/2026
Cybersecurity Enhancements	IT Staff	September 2024	October 2025	COMPLETED – Additional Cybersecurity Services are installed, implemented, and operational.

TURLOCK FIRE DEPARTMENT

December 2025

Interim Fire Chief, Shanon Evans

OPERATIONS DIVISION

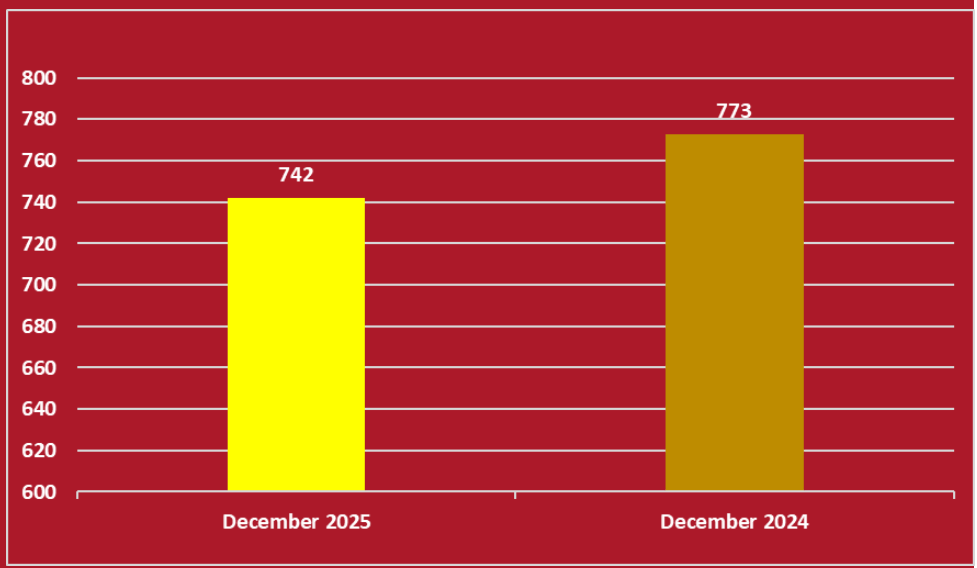
Total Calls for December: 742

Total Fire (NFIRS Series 100): 16

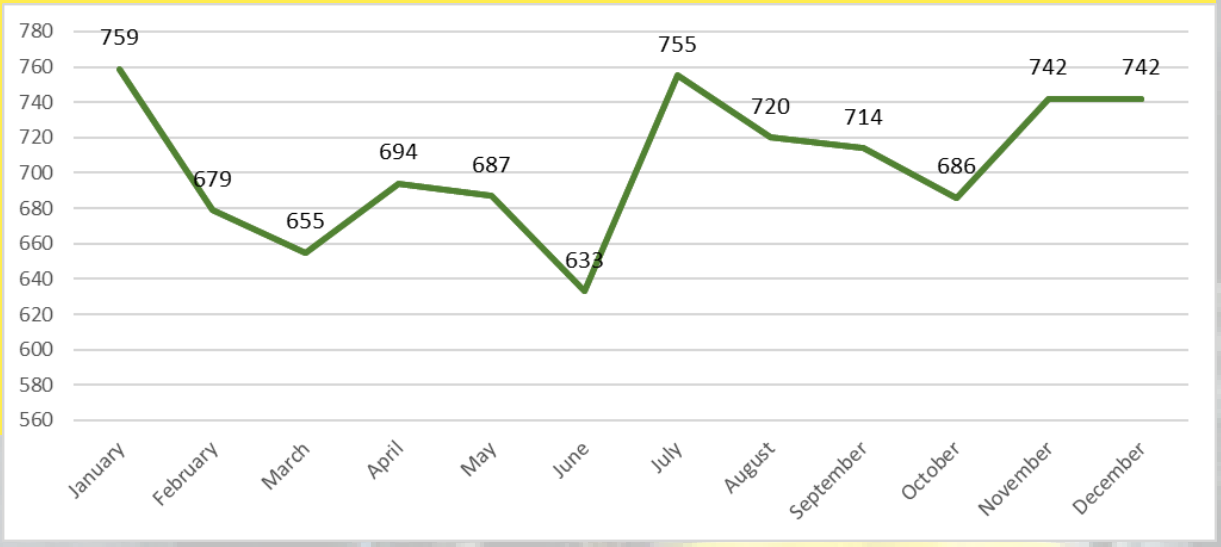
Total EMS: 482

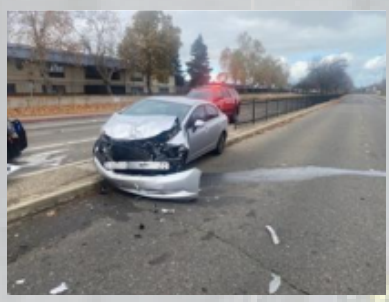
Total Public Service: 103

December 2024 vs December 2025

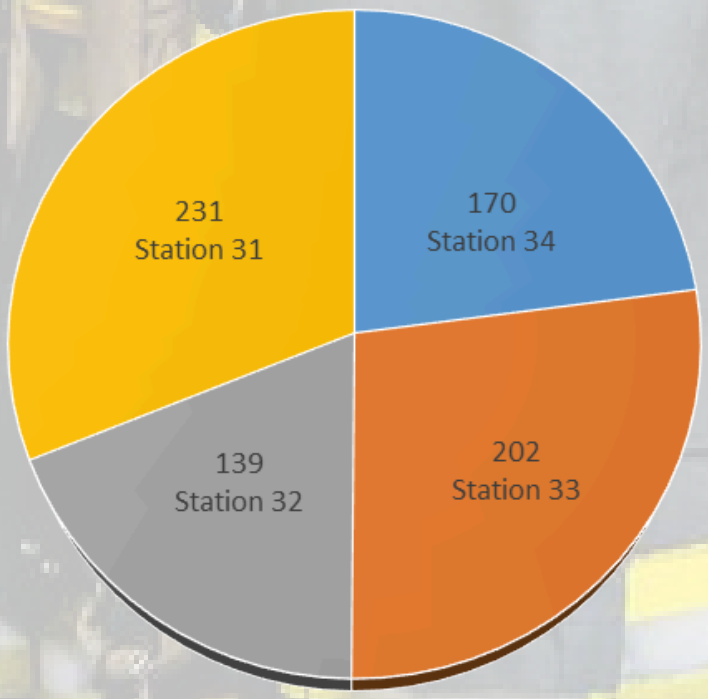


Monthly Call Volume Comparison



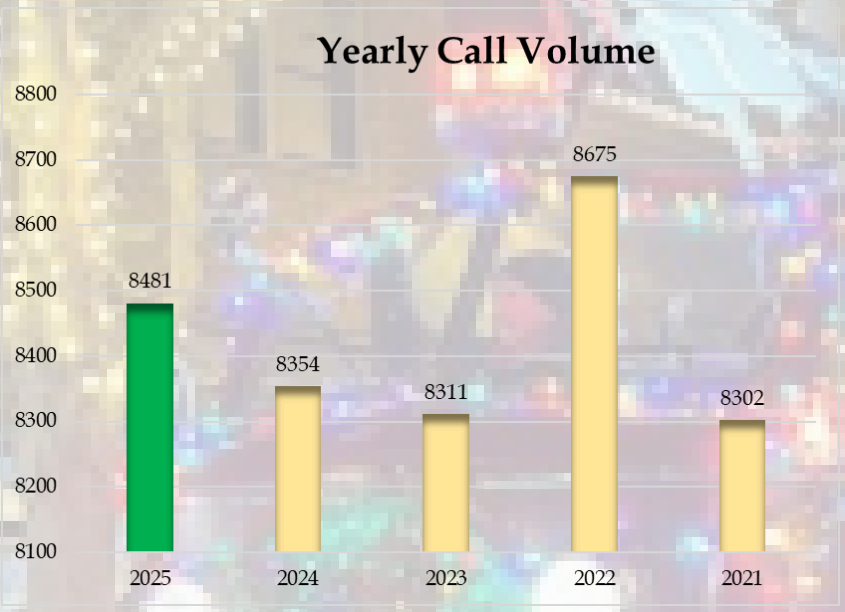


CALLS BY DISTRICT



YEAR IN REVIEW

Total Calls for 2025:
8,481



FIRE PREVENTION DIVISION

Occupancy	96
Re-Inspections	153
Solar	51
Final Fire Alarm	38
Final Fire Sprinkler	22
Building Finals	78
Hydro/Visual	41
Weld Inspections	16
Hydrant Flows	31
STD850 Daycare/Care Facilities	28
School Inspections	28
Green Sheet Plan Reviews	184
Food Vendors	49
Pre-development	64
Misc	132
Total	1011

FIU 2025 TFD

2025 FIU Call Type	Total FIU Calls	Struct Fire	Veg	Veh	Other	Can	Arsons	Acc	Und	Fatal	Arrests
January	2	2	0	0	0	0	0	2	0	0	0
Feb	2	1	0	1	0	0	1	1	0	0	0
March	5	3	0	1	1	0	1	2	2	0	1
April	4	3	0	0	1	0	1	2	1	0	0
May	10	6	1	2	1	2	2	3	2	0	1
June	4	3	0	0	1	1	0	3	0	0	0
July	10	4	4	0	2	2	5	2	1	0	1
August	2	2	0	0	0	0	1	0	1	0	0
Sept	2	2	0	0	0	0	0	1	0	0	0
Oct	2	2	0	0	0	0	0	1	0	0	0
Nov	2	2	0	0	0	0	0	2	0	0	0
Dec	3	2	0	0	1	0	1	2	0	0	1
TOTALS	48	32	5	4	7	5	12	21	7	0	4

FIRE PREVENTION DIVISION- DECEMBER

Type of Inspection	Total
Occupancy	7
Re-inspections	12
Hydrant Flows	2
Final Fire Alarm/Final Sprinkler	9
Building Finals	2
Hydro/Visual	3
School Inspections, Care Facilities and STD850	3
All other Inspections	7
Green Sheet Plan Reviews	9
Pre-Developments	5

Stanislaus Regional FIU December 2025

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

The FIU conducted a total of 41 fire investigations during the month (the previous month of November was 26), the breakdown of the calls is as follows:

Calls by jurisdiction: Modesto FD 20, Ceres 4, Oakdale's 3, Salida 1, Turlock city 3, and the County 10.

29 were structure fires, 2 vegetation fires, 2 vehicle fires, and 8 were trash/dumpster/other fires/criminal enforcement actions/investigator follow-ups.

Investigators were able to determine that 8 fires were confirmed arsons, 22 accidental, and 7 were undetermined. Investigators were canceled a total of 2 times.

Investigators assisted with or handled themselves 3 arson arrests.

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

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

Stanislaus Regional Fire Investigation Unit — Investigations for Turlock City FD — December 2025

AR= Arson, AC= Accidental, UN= Undetermined

Date	Sta #	Agency	IF #	Invest	Location	AR	AC	UN	Property	Dispo	$ Loss	O&C
12/14/2025	31	TUR	25-510	McD	1600 E Canal Dr.		1		Struct Comm	Closed	$20,000.00	O&C
12/15/2025	21	TUR	25-512	SS	1515 N Palm Street		1		Struct Resid	Closed	$500.00	CC
12/28/2025	32	TUR	25-532	SS	642 W Main Street	1			Trash	CBA	$1,000.00	O&C

Turlock Fire Department
Current Project List

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Fire Admin Contract Extension	Evans	04/2025	February 2026	Working with finance and CM office to extend current admin contract. Contract language is in COT legal and finance review.
Ladder Truck Replacement	Harcksen	11/2024	2030	Current Truck is a 2001. Build times for a replacement Truck are 4 ½ years from purchase. Take a proposal to Council by Feb/Mar 2026. We have the funds to purchase. $2.5 Mil.
Station 31 SCBA Compressor Replacement	Harcksen	6/2024	February 2026	Construction is in process project delayed and has been sent back to architect redesign for proper placement of air compressor and fill station.
Firefighter Recruitment	Harcksen	6/2025	January 2026	Candidates in background processes for a Jan 2026 MST FF academy. This will help to fill 6 current vacancies.
Station 32 New Windows	Harcksen	11/2023	April 2026	Scope of work for RFP Complete. Est $97k
Exterior Paint for Station 33	Harcksen	01/2024	Fall 2026	Scope of work for RFP Complete. Est 81K
Station 34 Property Replacement	Evans	7/2024	TBD	Looking to identify a new location for a station 34. Current station is inadequate. Does not meet NFPA recommendations.
Records Management System (RMS) Implementation	Packwood	3/31/2025	June 2026	Incident Documentation is fully functional. Administrative modules (Personnel and Scheduling) are nearing completion. Prevention modules (Inspections, Hydrants, Pre-Fire Plans) and Assets/Inventory are more than halfway complete. Our incident management modules are in the early stages of development.
Portal to Portal Resolution	Harcksen	1/2025	Feb 2026	Present to council a new resolution to provide full reimbursement to the city when fire department personnel respond to large incidents covered under CFAA. Re-assigned to Harcksen
Fire Station 34-bathroom remodel, and station improvements	Harcksen	1/1/2024	TBD	Planning stage and awaiting city to ID an architect to help with scope of work and complete planning phase. Est $439K
Station 32 Extractor and Dryer	Harcksen	11/2024	April 2026	Project in final stages of architect design for engineering building approval for modernized electrical circuit for new equipment demands. Pending ADA update recommendations.
Fire Station 33 Rear Parking lot renovation	Harcksen	5/1/2025	Dec 2026	Fire engine rear entrance, employee parking rehabilitation. Currently in project and architectural design.
QWAKE (Helmet cameras)	Harcksen	10/1/2025	Mar 2026	Council approved 11/18/25 Pending signed and executed contract. Delivery and training expected to be Feb/Mar 2026.

MONTHLY CITY MANAGER'S REPORT

DECEMBER 2025

- Throughout **December**, Operation Blue Santa was in full swing, with Crime Prevention shopping for, wrapping, and delivering gifts to deserving families. 135 children were served which is a total of 41 families!

- On **December 5th**, the Downtown Turlock Christmas Parade took place with tens of thousands of spectators in attendance. It was all hands on deck that evening to ensure a smooth and safe evening for our community to enjoy.

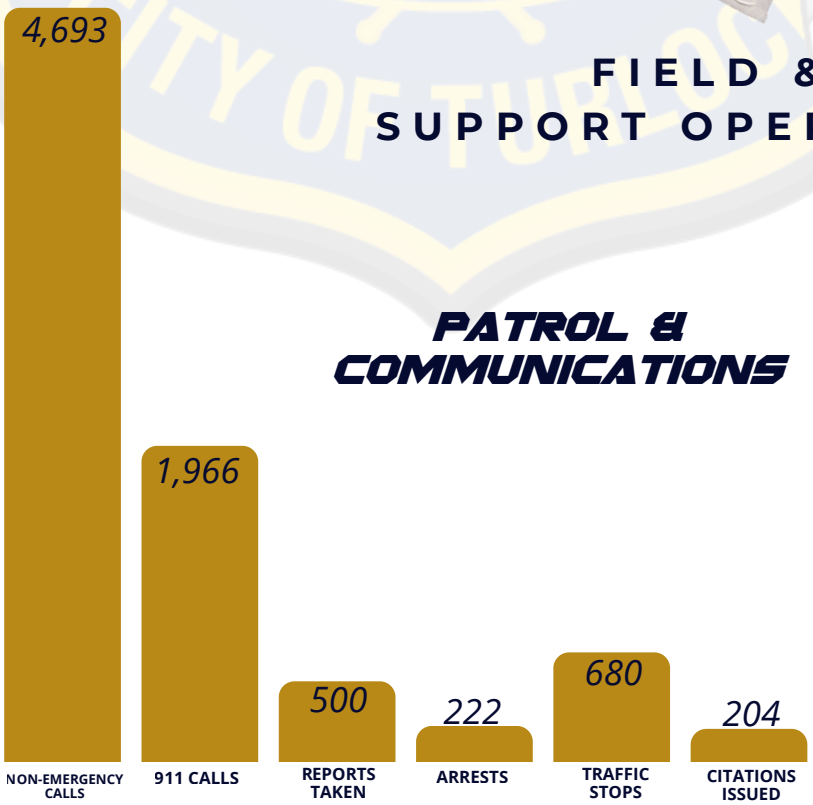
- On **December 18th**, we congratulated Dispatcher Ranae Colunga on her well-deserved retirement after nearly 18 years of dedicated service to the City of Turlock. Congrats, Ranae!

Upcoming:

- *Healthy Room Project* (1/19/26)
- *Awards Breakfast* (1/22/26)
- *2026 Community Academy* (2/18/26 – 4/8/26)

FIELD & SUPPORT OPERATIONS

PATROL & COMMUNICATIONS



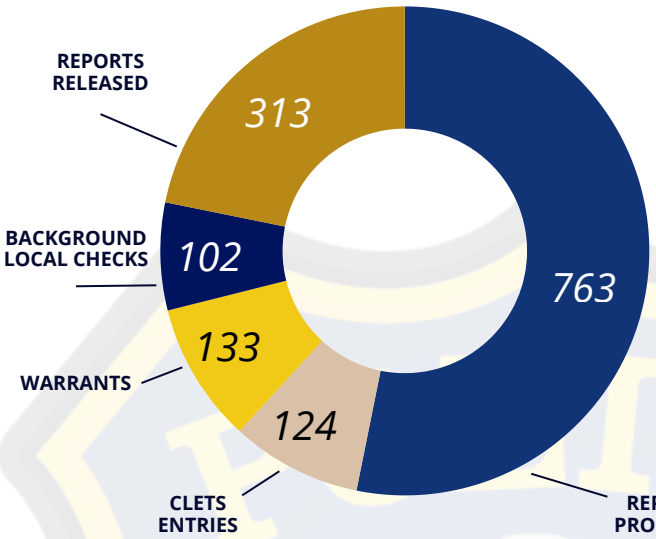
ANIMAL SERVICES

25
DOGS SEIZED

8
CATS SEIZED

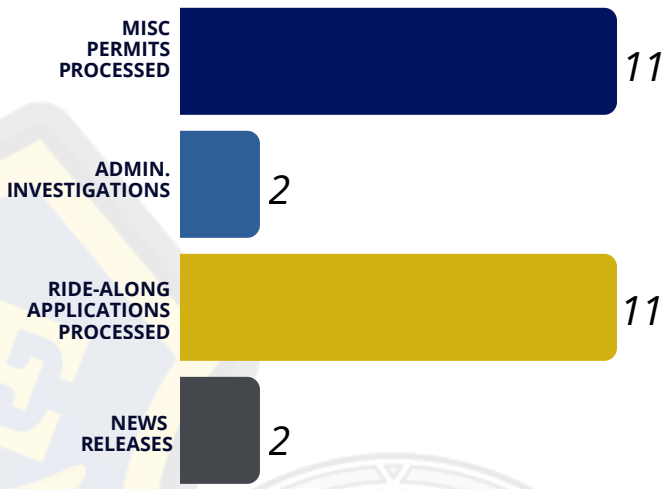
30
ANIMALS ADOPTED/RETURNED TO OWNER/TRANSPORTED TO RESCUE

RECORDS



SPECIAL OPERATIONS

PROFESSIONAL STANDARDS



SOCIAL MEDIA INSIGHTS

FOLLOW

ACCOUNTS REACHED

INSTAGRAM: 68,149

FACEBOOK: 378,896

NEW FOLLOWS

INSTAGRAM: 552

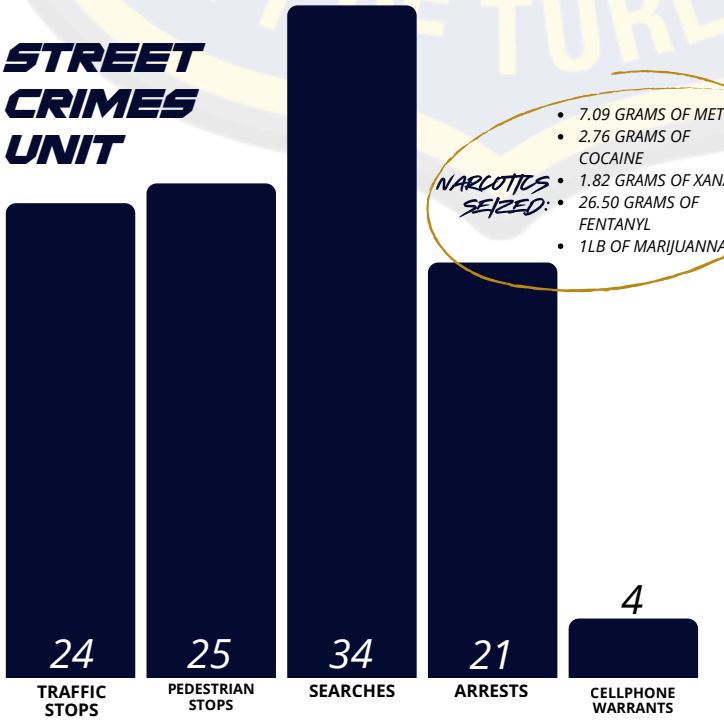
FACEBOOK: 397

PROFILE VISITS

INSTAGRAM: 8,206

FACEBOOK: 19,581

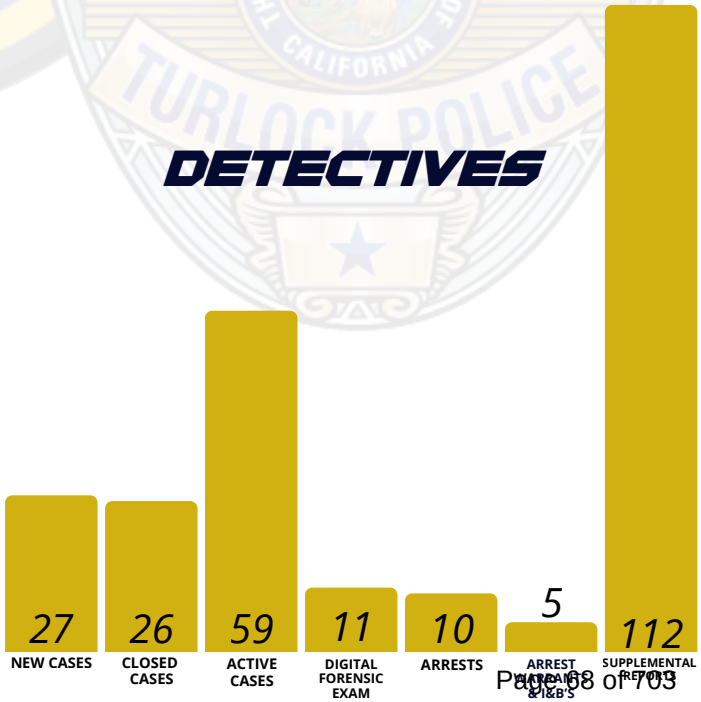
STREET CRIMES UNIT



NARCOTICS SEIZED:

- 7.09 GRAMS OF METH
- 2.76 GRAMS OF COCAINE
- 1.82 GRAMS OF XANAX
- 26.50 GRAMS OF FENTANYL
- 1LB OF MARIJUANNA

DETECTIVES



Police Department
Current Project List

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
LPR Project	Special Operations	09/2022	Completed	Cameras are installed and providing data
LPR Expansion	Special Operations	06/2024	11/2025	Council approved. 13 intersections providing data. No livestream yet. Working on Completion
Fusus Real Time Crime Software	Special Operations	08/2023	Ongoing	13 Businesses are operational and several more in queue. CAD & BWC are operational. Training has been completed. LPR system being integrated. Policy is completed. All 10 donor boxes have been placed
New Ripa Reporting Requirements Implemented	Special Operations	03/2023	Completed	Testing phase completed. Onboarding completed. Go live date of 1-1-24
Lenco Rescue Vehicle	Special Operations	8/2023	Completed	Lenco delivered and in operational use
Onboarding New Street Crimes Unit	Special Operations	12/2023	Completed	Team in place and operational
New Camera Purchases	Special Operations	07/2024	Completed	Purchase new camera package for Street Crime Unit
ARPA Facilities Upgrade	Special Operations	07/2025	12/2026	Working group created. Assignments have been given and two meetings have been held. Engineering is involved. Some contracts have been awarded.
Peregrine	Special Operations	09/2025	02/2026	Purchase approved and executed. Kickoff meeting was 09/16/2025. Integration of existing systems has begun.
Analyst Notebook Software	Special Operations	07/2024	Completed	Purchased and Installed
Smoke Shop Enforcement	Spec	12/2025	05/2026	Partnered with county health services agency. Grant awarded for inspections and enforcement. Working on kick off meeting for training. First operation being planned.
Reserve Program / Police Officer Extra Help – Part-time	Field Operations	04/2023	02/2025	Job description written and sent to HR for final review. Now sent to legal for final approval. Still waiting on final approval from Legal. Newest update is we are working on bringing on retirees via a council item due to there being a specific need. No council item was needed. Retired Detective Tosta was brought back as a reserve has been working since March 2025 in detectives working cold case homicides.
UAS Program – Drone Vehicle Purchase and Outfitting	Field Operations	08/2023	01/2026	Currently beginning the sourcing of the drone vehicle and its associated equipment. PO sent to the dealership. We will be purchasing a Ford transit van. Van has arrived. We are working with the City Yard on who will be completing the outfitting of the interior. Seeking outfitting quotes.

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Radio Encryption	Field Operations	02/2023	07/2024	Final quote received. Discussion to be had on if we should move forward.
Department Wide Fleet Purchases	Field Operations	06/2023	On-going	Purchasing of patrol and unmarked vehicles. Also responsible for outfitting all new vehicle with equipment. Purchased four patrol Durango's, one Durango for detectives, two Ford F150's and one Silverado. The Durango for detectives and Silverado for Code Enforcement have arrived. The Durango has been outfitted. Will be working on outfitting the Silverado next. Outfitting of these vehicles are done. Now working on outfitting two new patrol supervisor vehicles and a new F150 patrol vehicle.
Community Academy	Field Operations	10/2024	04/2025	Topics of discussion have been approved. We will begin recruiting for this around the beginning of November 2024. On track and social media posts will be pushed out shortly to advertise it. This was completed and the program was a huge success.
Drug Prevention/Education-Marijuana	Field Operations	09/2022	On-going	TPD staff is actively working with Public Works/Recreation staff to keep this program running.
Blue Santa	Field Operations	11/2024	Completed	Program is in full implantation and is going well. Donation letters have been reviewed and are ready to be sent out. This has been completed.
Weekly Homeless Encampment Cleanups	Field Operations	N/A	On-going	This project is on-going and is conducted on a weekly basis.
Military Use Policy	Field Operations	N/A	03/2025	Maintain data tracking. The plan is to bring the Annual Report to council in March of 2025. This was completed and brought to council in March. Policy was approved.
TPD Recruitment Efforts	Field Operations	N/A	On-going	TPD recruitment team is working together to ensure we are attending academy and recruitment events that will increase our applicant pull.
Office of Traffic Safety Grant	Field Operations	10/2022	09/2024	Purchase of new DUI Enforcement Trailer and equipment. Purchasing will begin on 10/1/23.
Probationary Training – Officers	Field Operations	07/2023	On-going	Putting together outline to provide more training to officers who are on probation. This is to assist with growth among those officers.
Revision of Sergeant Training Guide	Field Operations	07/2023	02/2026	Working on updating the sergeant's training guide. This is in its final review phase.
Blood Borne Pathogens Control Plan – Update	Field Operations	06/2023	On-going	Document was updated and sent to Risk Management. Awaiting response.

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
TUSD Knox Box	Field Operations	06/2023	Completed	Completed. Updating the location / access to the Knox box locations at all the schools to ensure they are easily accessible to PD. PD is working with TUSD staff to do an assessment. This has been completed.
CHAT Team Unit	Field Operations	11/2023	10/2025	Staff is working with county representatives to obtain funding to create a new CHAT Team, similar to what MPD is currently deploying. Staff is working toward obtaining a 3.5 million grant to hire a total of new 5 staff members to fill this unit. One supervisor and four staff members. Presentation to county representatives is set for 3/26/24 to determine if the funding is going to be approved. Initial approval obtained. Waiting on final approval from the county board.
TAPO Call-Back Clarification	Field Operations	03/2024	06/2026	A need came up to clarify the call-back hours for TAPO members. Specifically, the number of hours the employee needs to work, if the employee could be sent home, and the need of the employee to burn their own time. Additionally, the desire for all divisions to treat their employees equally. We are working with legal and HR on this and are working on the final MOU side letter language. Direction changed from side letter to inserting the language into the MOU entirely while we are making updates to the entire MOU. Waiting on final approval of the MOU via city council.
Cadet Training Program	Field Operations	10/2024	Completed	Working with Support Operations to assist with the training some of the newly hired patrol cadets. These cadets will be trained by Field OPS staff to assist them with growth by being more patrol based. This will help with their transition to becoming a police officer. This should be completed by the end of January 2025. This has been completed.
Transit – Officer Overtime Request	Field Operations	08/2024	Completed	PD was asked by Transit when they could expect an officer being formally assigned to them. It was expressed that this request would still take some time to fulfill as staffing continues to grow and there are other needs within the city. A suggestion was given that we could post this on an overtime basis. Transit was open to this and it appears funding is there to support it. PD is waiting on Transit to see if they would like to move forward with this. Meeting with Transit is scheduled for June for another follow-up meeting to move this program forward. This is been completed and now live. We have officers working on an overtime bases during pre-selected dates/times.

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Blue Santa	Field Operations	09/2025	12/2025	TPD's annual Blue Santa program in now in progress. Crime prevention is now actively working on getting this up and running again this year with them seeking donations and identifying families in need.
Healthy Room Project	Field Operations	09/2025	02/2026	Crime Prevention is working on joining the Modesto Police Department's Healthy Room Project program. This is a project where the department receives donations from the community and transforms a room for a child in need. This can include, painting their room and/or providing them with new bedroom furniture. Staff is participating in MPD's transformation of a couple of rooms next week (9/22/25) to gain more knowledge of the program.
Pryme Infil Software	Field Operations	09/2025	02/2026	This software was recently approved and will provide staff with the capability of creating matrixes, operation orders and track trainings. Once the vendor receives the PO, staff will begin onboarding the appropriate staff members. Payment received by vendor. We are in the process of scheduling a meeting with the vendor and begin rolling this out over the next month or so to our staff.
Crossroads Software	Field Operations	10/2025	04/2026	Staff is looking into purchasing a new software that will significantly assist staff with the completion of their traffic collision reports. We are additionally looking into going somewhat paperless with out CHP-180 form.
New TPD Hat / Design	Field Operations	10/2025	06/2026	TPD is in the process of working with a vendor to redo our hat design for staff. Actively working with vendor to produce a test design(s) for review / approval.
New Potential Collateral Duty Assignment – K9 Agitator	Field Operations	11/2025	04/2026	Staff recommended that a new collateral duty assignment be created to assist the unit and the S/O with training. This would also assist with succession planning for our K9 unit. Meeting with TAPO next week to have additional discussion regarding this new potential assignment.
IQ Search	Support Operations	02/2023	Completed 08/2024	Program is installed and in use. Trouble shooting issues with Central Square.
CAD Upgrade	Support Operations	04/2021	Pending Vendor	Currently in que for upgrade.
Mobile UX Configuration	Support Operations	01/2024	On-going	Configuration complete. Waiting for upgrade from vendor.
Next Gen 9-1-1	Support Operations	08/2019	On-going	Currently viewing Demos of products to determine the best option for our region and system.
Phone Upgrade	Support Operations	9/2025	12/31/2025	CalOES Funding and software has been approved for upgraded on prem phone system. Working with AT&T and CalOES to determine timelines of project.

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Records Retention Purge	Support Operations	08/2023	12/31/2025	The Records division has a 5-year backlog of retention that they are completing purge per the retention policy.
Citizen Reporting Module	Support Operations	06/2023	January 2026	Waiting for Central Square to begin implementation.
Cadet Program Expansion	Support Operations	07/2023	Completed	Increasing program by 4 Cadets to begin a recruitment effort for PO Trainees
JAG Grant - 2025	Support Operations	08/2024	Varies	Each JAG Grant has a three-year term, therefore there are a couple open grants at a time
Officer Wellness Grant	Support Operations	07/2023	12/2025	Pending Project expenditure. Reporting annually until 2025.
ABC-OTS Grant	Support Operations	09/2023	Completed 08/2024	Application approved. Council Approved.
Vehicle Outfitting RFP	Support Operations	01/2024	Completed 08/2024	Fleet Division is to begin outfitting PD vehicles August 2024.

Payment Register

From Payment Date: 11/28/2025 - To Payment Date: 12/4/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
151508	12/03/2025	Open			Utility Management Refund	ESPINAL CAMARGO, KEMVERLIM	$296.24		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	806749-004	MOVE OUT CREDIT	12/01/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$296.24

151509	12/03/2025	Open			Utility Management Refund	FARHAD, SARGON	$254.17		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	773565-002	MOVE OUT CREDIT	12/01/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$254.17

151510	12/03/2025	Open			Utility Management Refund	HERNANDEZ, JOSE, DE JESUS	$1,752.54		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	173576-002	OVERPAYMENT ERROR	12/01/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$1,752.54

151511	12/03/2025	Open			Utility Management Refund	JOHNSON, MATTHEW	$1,843.02		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	857920-001	MOVE OUT CREDIT	12/01/2025	Refund

Paying Fund	Cash Account	Amount
119 - American Rescue Plan Act	119.11000 (Cash)	$7.13
420 - WATER	420.11000 (Cash)	$1,835.89

151512	12/03/2025	Open			Utility Management Refund	KJELSTROM, RAQUEL	$298.34		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	731498-012	MOVE OUT CREDIT	12/01/2025	Refund

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$9.26
420 - WATER	420.11000 (Cash)	$289.08

151513	12/03/2025	Open			Utility Management Refund	MORGA, JAIME	$138.21		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	843954-002	MOVE OUT CREDIT	12/01/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$138.21

151514	12/03/2025	Open			Utility Management Refund	TREADWELL, DAMON	$138.58		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	37923-002	MOVE OUT CREDIT	12/01/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$138.58

Payment Register

From Payment Date: 11/28/2025 - To Payment Date: 12/4/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151515	12/03/2025	Open			Utility Management Refund	YOEL, AYMEN	$282.18		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	512451-009	MOVE OUT CREDIT	12/01/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$282.18

151516	12/04/2025	Open			Accounts Payable	ABS DIRECT INC	$18,558.50		

Invoice	Date	Description	Amount
141448	11/21/2025	UT STATEMENTS - 11/10/25	$17,870.38
141447	11/21/2025	UT DELINQ - NOVEMBER 2025	$688.12

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$6,186.17
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$6,186.17
420 - WATER	420.11000 (Cash)	$6,186.16

151517	12/04/2025	Open			Accounts Payable	AFLAC	$3,475.79		

Invoice	Date	Description	Amount
796617	11/30/2025	INDIVIDUAL NOVEMBER 2025	$3,475.79

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$3,475.79

151518	12/04/2025	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	$576.86		

Invoice	Date	Description	Amount
INV9079	11/19/2025	ALLEGIANCE - JANITORIAL SUPPLIES	$576.86

Paying Fund	Cash Account	Amount
505 - Fleet	505.11000 (Cash)	$576.86

151519	12/04/2025	Open			Accounts Payable	ALTA Language Services, Inc.	$69.00		

Invoice	Date	Description	Amount
IS808623	09/30/2025	Alta September 2025 Invoice	$69.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$69.00

151520	12/04/2025	Open			Accounts Payable	AMERICA'S AUTO GLASS	$216.29		

Invoice	Date	Description	Amount
00006705	11/25/2025	TRA18-1060 DRIVER FRONT WINDSHIELD install	$216.29

Paying Fund	Cash Account	Amount
426 - Transit	426.11000 (Cash)	$216.29

151521	12/04/2025	Open			Accounts Payable	AMERICAN MESSAGING	$16.81		

Invoice	Date	Description	Amount
R1061876ZL	12/01/2025	Acct #R1-061876 - Fire Department	$16.81

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$16.81

151522	12/04/2025	Open			Accounts Payable	AMERICAN VALLEY WASTE OIL INC	$250.00		

Invoice	Date	Description	Amount
223907	11/21/2025	DRUMS FOR RECYCLEING	$250.00

Paying Fund	Cash Account	Amount
505 - Fleet	505.11000 (Cash)	$250.00

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151523	12/04/2025	Open			Accounts Payable	AT&T / CALNET 3	$7,646.34		

Invoice	Date	Description	Amount
000024367615	11/13/2025	BAN #9391034901 (T1 LINE - 4-way split) 10/13/25-11/12/25	$155.40
000024367473	11/13/2025	BAN #9391034847 /City-wide system 2096682612957 (10/13-11/12/25)	$764.42
000024367469	11/13/2025	BAN #9391034842 / PSF Phones 2096323265 (10/13/25-11/12/25)	$501.93
MULTI 11/13/25	11/13/2025	Multiple COT accounts paid on 12/4/25 (OCT-NOV 2025)	$6,224.59

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$6,806.49
205 - Sports Facilities	205.11000 (Cash)	$52.73
217 - Streets - Gas Tax	217.11000 (Cash)	$6.42
246 - Landscape Assessment	246.11000 (Cash)	$6.42
255 - CDBG	255.11000 (Cash)	$20.09
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$241.00
420 - WATER	420.11000 (Cash)	$100.71
426 - Transit	426.11000 (Cash)	$147.46
501 - Information Technology	501.11000 (Cash)	$171.83
505 - Fleet	505.11000 (Cash)	$93.19

151524	12/04/2025	Open			Accounts Payable	AT&T California, AT&T Wholesale, AT&T DataComm	$321.00		

Invoice	Date	Description	Amount
11/18/25	11/18/2025	Monthly Internet Service - 11/19/25-12/18/25	$214.00
11/22/25	11/22/2025	PSF Monthly Internet Service - 11/23/25-12/22/25	$107.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$107.00
501 - Information Technology	501.11000 (Cash)	$214.00

151525	12/04/2025	Open			Accounts Payable	AT&T MOBILITY	$1,797.52		

Invoice	Date	Description	Amount
5470X11102025	11/02/2025	ADMIN/ENGINE PHONES OCT 03-NOV 02, 2025	$981.83
441210272025	10/19/2025	FIRE AIR CARDS - OCT 2025	$815.69

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,797.52

151526	12/04/2025	Open			Accounts Payable	AutoZone Stores LLC	$115.61		

Invoice	Date	Description	Amount
06164896907	11/21/2025	400W STEREO SPEA SKU-000485210	$115.61
05701917700	11/21/2025	99-17984A 1 DURALAST SEMI SKU-000766062	$286.45
05701921104	11/24/2025	URALAST SEMI SKU-000766062	($286.45)

Paying Fund	Cash Account	Amount
505 - Fleet	505.11000 (Cash)	$115.61

151527	12/04/2025	Open			Accounts Payable	BARTON OVERHEAD DOOR INC	$790.00		

Invoice	Date	Description	Amount
017525	10/17/2025	ST#32 PHOTO EYE LEFT DOOR	$600.00
018163	11/14/2025	ST#33 - RPM SENSOR	$190.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$790.00

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151528	12/04/2025	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	$220.05		
	Invoice		Date	Description			Amount		
	283065		11/24/2025	12736813 (S) STARTER			$220.05		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$220.05		
151529	12/04/2025	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	$335.37		
	Invoice		Date	Description			Amount		
	53074131305		11/20/2025	First Aid & Safety Supplies Management			$335.37		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$335.37		
151530	12/04/2025	Open			Accounts Payable	CITY OF MODESTO	$97,931.49		
	Invoice		Date	Description			Amount		
	162668		10/01/2025	FIRE ADMINISTRATIVE SERVICES - OCT 2025			$32,643.83		
	1633585		11/04/2025	FIRE ADMINISTRATIVE SERVICES - NOV 2025			$32,643.83		
	164383		12/01/2025	FIRE ADMINISTRATIVE SERVICES - DEC 2025			$32,643.83		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$97,931.49		
151531	12/04/2025	Open			Accounts Payable	CRESCENT SURPLUS INC	$19.59		
	Invoice		Date	Description			Amount		
	075143		11/20/2025	HEM TROUSERS NO CUFF - JESUS NUNES			$19.59		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$19.59		
151532	12/04/2025	Open			Accounts Payable	EMPLOYMENT DEVELOP DEPT	$40.00		
	Invoice		Date	Description			Amount		
	11222025GONZALEZ		11/26/2025	11222025 PAYROLL WITHHOLDING			$40.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$40.00		
151533	12/04/2025	Open			Accounts Payable	EQUIFAX	$28.98		
	Invoice		Date	Description			Amount		
	2068558659		11/17/2025	PD BACKGROUNDS			$28.98		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$28.98		
151534	12/04/2025	Open			Accounts Payable	FASTENAL COMPANY INC	$2,449.11		
	Invoice		Date	Description			Amount		
	CATUR201835		11/21/2025	6 6 0 175-AG DRILL 1/2			$982.67		
	CATUR201966		11/21/2025	1 1 1 0 116-3-04 TKCA23029 925196212			$1,466.44		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$2,449.11		
151535	12/04/2025	Open			Accounts Payable	FRANCHISE TAX BOARD	$136.49		
	Invoice		Date	Description			Amount		
	11222025ZAPIEN		11/26/2025	11222025 PAYROLL WITHHOLDING			$136.49		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$136.49		

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151536	12/04/2025	Open			Accounts Payable	GILLIG LLC	$1,022.76		

Invoice	Date	Description	Amount
41378247	11/24/2025	82-70621-000 1 EA SPRING CHAMBER, MGM, SQ IN	$1,022.76

Paying Fund	Cash Account	Amount
505 - Fleet	505.11000 (Cash)	$1,022.76

151537	12/04/2025	Open			Accounts Payable	GLENWOOD FAST TRACK INC	$637.00		

Invoice	Date	Description	Amount
1020	11/19/2025	CAR WASH SERVICES - OCTOBER 2025	$637.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$584.50
246 - Landscape Assessment	246.11000 (Cash)	$3.50
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$24.50
420 - WATER	420.11000 (Cash)	$7.00
426 - Transit	426.11000 (Cash)	$7.00
450 - SRWA - Operations	450.11000 (Cash)	$10.50

151538	12/04/2025	Open			Accounts Payable	GOMES & SONS INC, JOE M	$25,767.84		

Invoice	Date	Description	Amount
99021	11/30/2025	CUST #24090 - Fuel Expense for 11/16/25 - 11/30/25	$23,288.57
98950	11/26/2025	Fuel for Fire #3	$2,479.27

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$15,078.55
205 - Sports Facilities	205.11000 (Cash)	$169.36
217 - Streets - Gas Tax	217.11000 (Cash)	$2,106.32
246 - Landscape Assessment	246.11000 (Cash)	$935.54
255 - CDBG	255.11000 (Cash)	$46.60
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,109.30
420 - WATER	420.11000 (Cash)	$2,283.97
426 - Transit	426.11000 (Cash)	$2,609.76
450 - SRWA - Operations	450.11000 (Cash)	$428.44

151539	12/04/2025	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	$1,086.01		

Invoice	Date	Description	Amount
39804332	11/21/2025	SHIPPING & RECEIVING GENERAL SUPPLIES	$86.69
39787853	11/20/2025	SHIPPING & RECEIVING GENERAL SUPPLIES	$857.28
39787852	11/20/2025	SHIPPING & RECEIVING GENERAL SUPPLIES	$142.04

Paying Fund	Cash Account	Amount
505 - Fleet	505.11000 (Cash)	$1,086.01

151540	12/04/2025	Open			Accounts Payable	Jocelyn E. Roland Ph.D., ABPP, INC	$1,000.00		

Invoice	Date	Description	Amount
24520	11/21/2025	PRE-EMPLOYMENT PSYCH SCREENING	$500.00
24518	11/21/2025	PRE-EMPLOYMENT PSYCH SCREENING	$500.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,000.00

151541	12/04/2025	Open			Accounts Payable	K.B.R. Inc dba Rash Curtis & Associates	$2,055.33		

Invoice	Date	Description	Amount
6250-356	11/25/2025	RASH CURTIS UT SEPT 2025	$437.84

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	784800000001		11/25/2025	RASH CURTIS UT APR 2025			$365.43		
	784800000003		11/25/2025	RASH CURTIS UT MAY 2025			$551.03		
	784800000005		11/25/2025	RASH CURTIS UT JUN 2025			$276.49		
	784800000007		11/25/2025	RASH CURTIS UT JUL 2025			$424.54		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$735.59		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$540.35		
	420 - WATER			420.11000 (Cash)			$779.39		
151542	12/04/2025	Open			Accounts Payable	MGT IMPACT SOLUTIONS, LLC	$6,767.00		
	Invoice		Date	Description			Amount		
	65851		11/18/2025	Procurement Policy Projects FY23/24			$6,767.00		
	Paying Fund			Cash Account			Amount		
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			$6,767.00		
151543	12/04/2025	Open			Accounts Payable	MME	$175.95		
	Invoice		Date	Description			Amount		
	043799		11/24/2025	S-20202 REAR DOOR SEAL, PER INCH, (REPLACES S-64660- AND			$175.95		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$175.95		
151544	12/04/2025	Open			Accounts Payable	MWI VETERINARY SUPPLY CO DBA MWI ANIMAL HEALTH	$155.05		
	Invoice		Date	Description			Amount		
	64516274		11/13/2025	ITRAFUNGOL ORAL SOL 10MG			$86.40		
	64516278		11/13/2025	KETAMINE ZETAMINE 100MG			$68.65		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$155.05		
151545	12/04/2025	Open			Accounts Payable	NAPA AUTO PARTS	$11,913.72		
	Invoice		Date	Description			Amount		
	848870		11/19/2025	NP-24 WIP WIPER BLADE (800)			$6.34		
	848893		11/19/2025	TL175 NON TWISTGUARD TEST LEADS ()			$62.05		
	848894		11/20/2025	75XDT800 BAT 18MO WTY BAT (170)			$479.76		
	848933		11/20/2025	7335976 BK CLAMP			$17.41		
	848934		11/20/2025	48882867 NB BRAKE ROTOR			$523.90		
	848960		11/20/2025	HP10089 DFP HANGER PUMP ASSEMBLY			$217.23		
	848971		11/21/2025	48882858 NB BRAKE ROTOR ()			$428.29		
	848989		11/21/2025	3788XA ADC BRACKETED CALIPER			$308.91		
	849046		11/21/2025	W2969 PTT TESTER-MULTIMETER ()			$121.44		
	849049		11/21/2025	926-640 NOE KNOCK SENSOR ()			$244.34		
	849062		11/21/2025	926-640 NOE KNOCK SENSOR ()			($244.34)		
	849069		11/21/2025	7453046 BK WHEEL BEARING PROTECT			$64.98		
	849072		11/24/2025	745-3046 BK WHEEL BEARING PROTECT (570)			$86.64		
	849135		11/24/2025	HP10089 DFP HANGER PUMP ASSEMBLY ()			($217.23)		
	849149		11/25/2025	15960 ATP ATP FILTER			$774.24		
	849155		11/25/2025	48881939 SG9005M NB PSG BRAKE ROTOR ()			$184.63		
	849164		11/25/2025	R1234YFCANUV NFR Honeywell R-1234yf Refrigerant ()			$59.14		
	849171		11/25/2025	8448AAA BAT BATTERY			$161.65		
	849168		11/25/2025	7594R 520 BAT ENV 2YR WTY BAT (170) CA Battery Environmental Fee			$150.07		

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	849181		11/25/2025	51893 NBH CURVED HOSE ()			$92.02		
	849200		11/25/2025	MS919 ATD & MS909CV DIAGNSTIC TABLT ()			$8,392.25		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$62.05		
	505 - Fleet			505.11000 (Cash)			$11,851.67		
151546	12/04/2025	Open			Accounts Payable	NV5 INC.		$319,398.88	
	Invoice		Date	Description			Amount		
	485541		11/24/2025	23-069 CM for Roads Task Order 6-October 2025			$34,447.45		
	485539		11/24/2025	22-001 Construction Close-Out Services Roads CIP-October 2025			$3,438.52		
	485538		11/24/2025	23-032 Construction Close-Out Services Roads CIP-October 2025			$312.60		
	485534		11/24/2025	23-067 CM for Roads Task Order 5 BP 3-October 2025			$199,074.94		
	485533		11/24/2025	23-067 CM for Roads Task Order 4 BP 2-October 2025			$42,039.09		
	485532		11/24/2025	23-068 CM for Roads Task Order 3 BP 1-October 2025			$2,656.69		
	485482		11/24/2025	23-033 CM for Roads Task Order 2-October 2025			$37,429.59		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$319,398.88		
151547	12/04/2025	Open			Accounts Payable	OREILLY AUTO PARTS		$344.45	
	Invoice		Date	Description			Amount		
	2800-203328		11/24/2025	DOR 926-640 PARK BRK MTR			$215.83		
	2800-203350		11/24/2025	MRY PM4000 BLOWER MOTOR			$128.62		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$344.45		
151548	12/04/2025	Open			Accounts Payable	P G & E		$8.11	
	Invoice		Date	Description			Amount		
	REC 11/22/25		11/22/2025	2749172768-4 / 144 S Broadway			$8.11		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$8.11		
151549	12/04/2025	Open			Accounts Payable	PIRES, LIPOMI & BURKETT ARCHITECTURAL CORP		$270.00	
	Invoice		Date	Description			Amount		
	7552		10/31/2025	SR01, 24-004 WQC Admin Building Reroof-10/31/25			$270.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$135.00		
	420 - WATER			420.11000 (Cash)			$135.00		
151550	12/04/2025	Open			Accounts Payable	Propellant Media, LLC		$5,000.00	
	Invoice		Date	Description			Amount		
	26973		11/24/2025	3rd Payment Programmatic Display Targeted Advert			$5,000.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$5,000.00		
151551	12/04/2025	Open			Accounts Payable	R.A.D. SYSTEMS		$100.00	
	Invoice		Date	Description			Amount		
	26RCT266		12/01/2025	ANNUAL INSTRUCTOR LICENSE RENEWAL - MBERINGER			$50.00		
	26RCT1665		12/01/2025	ANNUAL INSTRUCTOR LICENSE RENEWAL - AMARANTA JIMENEZ			$50.00		
	Paying Fund			Cash Account			Amount		

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	110 - General Fund			110.11000 (Cash)		$100.00			
151552	12/04/2025	Open			Accounts Payable	RECOLOGY BLOSSOM VALLEY NORTH	$3,668.71		
	Invoice		Date	Description			Amount		
	00241706/RI		11/14/2025	Recology Premium Compost			$3,668.71		
	Paying Fund			Cash Account			Amount		
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			$3,668.71		
151553	12/04/2025	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	$764.04		
	Invoice		Date	Description			Amount		
	3044029172		11/19/2025	5405392:CE SEAL,OIL			$67.24		
	3044074037		11/20/2025	2 HC3Z9J559A:FRD CONTROL ASY - ENGINE			$440.61		
	3044051559		11/20/2025	LB5Z78611B69AA:FRD SEAT BELT ASY			$256.19		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$764.04		
151554	12/04/2025	Open			Accounts Payable	SHARPENING SHOP	$614.12		
	Invoice		Date	Description			Amount		
	453890		11/19/2025	EXM 126-4232 MODULE, LOU			$522.18		
	454013		11/21/2025	MTD 951-05360A STARTER ASSEMBLY			$91.94		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$522.18		
	505 - Fleet			505.11000 (Cash)			$91.94		
151555	12/04/2025	Open			Accounts Payable	Sloan Sakai Yeung & Wong LLP	$7,040.61		
	Invoice		Date	Description			Amount		
	59899		10/31/2025	Sloan Sakai Services October 2025			$7,040.61		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$7,040.61		
151556	12/04/2025	Open			Accounts Payable	SOUTHERN TIRE MART	$791.44		
	Invoice		Date	Description			Amount		
	7320020633		11/25/2025	ST12-4385: tire repair			$36.90		
	7320020634		11/25/2025	P235/75R17 DESTINATION AT2 OWL			$312.39		
	7320020636		11/25/2025	225/50R17 ALL SEASON			$442.15		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			$36.90		
	505 - Fleet			505.11000 (Cash)			$754.54		
151557	12/04/2025	Open			Accounts Payable	STANISLAUS CO SHERIFF'S	$26,595.06		
	Invoice		Date	Description			Amount		
	9497		09/11/2025	LPR MONTHLY FEES JULY 2025 - SEPTEMBER 2025			$26,595.06		
	Paying Fund			Cash Account			Amount		
	240 - Small Equipment Replacement			240.11000 (Cash)			$26,595.06		
151558	12/04/2025	Open			Accounts Payable	STANISLAUS COUNTY	$825.00		
	Invoice		Date	Description			Amount		
	TP25001877		11/17/2025	F25015 - MISC TRUST, FUND 7900, ORG AC06200, ACCT 02650			$825.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$825.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151559	12/04/2025	Open			Accounts Payable	STATE OF CALIFORNIA	$2,345.00		
	Invoice		Date	Description			Amount		
	001028		11/04/2025	OCTOBER FINGERPRINTING 2025			$831.00		
	848398		10/06/2025	SEPTEMBER FINGERPRINTING 2025			$1,514.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,953.00		
	217 - Streets - Gas Tax			217.11000 (Cash)			$49.00		
	246 - Landscape Assessment			246.11000 (Cash)			$147.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$98.00		
	420 - WATER			420.11000 (Cash)			$98.00		
151560	12/04/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	$405.35		
	Invoice		Date	Description			Amount		
	11222025BECCHETT		11/26/2025	11222025 PAYROLL WITHHOLDING			$405.35		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$405.35		
151561	12/04/2025	Open			Accounts Payable	The Honey Do Guy	$920.35		
	Invoice		Date	Description			Amount		
	574		10/13/2025	591 Birchwood Way- Garage, Flooring, Hose, Door, Oven			$920.35		
	Paying Fund			Cash Account			Amount		
	625 - Successor Agency - LMI			625.11000 (Cash)			$920.35		
151562	12/04/2025	Open			Accounts Payable	TURLOCK JOURNAL	$700.00		
	Invoice		Date	Description			Amount		
	406407		10/31/2025	Retail Display: Embrace Turlock			$700.00		
	Paying Fund			Cash Account			Amount		
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			$700.00		
151563	12/04/2025	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	$1,437,704.56		
	Invoice		Date	Description			Amount		
	AUG 2025 TRUE UP		12/01/2025	AUGUST 2025 TRUE UP			$503,186.06		
	SEP 2025 TRUE UP		12/01/2025	SEPTEMBER 2025 TRUE UP			$451,545.25		
	OCT 2025 TRUE UP		12/01/2025	OCTOBER 2025 TRUE UP			$482,973.25		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,437,704.56		
151564	12/04/2025	Open			Accounts Payable	TURLOCK TRANSFER INC	$20,749.25		
	Invoice		Date	Description			Amount		
	031010		10/31/2025	Take Pride in Turlock Clean-up			$20,749.25		
	Paying Fund			Cash Account			Amount		
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			$20,749.25		
151565	12/04/2025	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	$1,250.89		
	Invoice		Date	Description			Amount		
	0128444251201		12/01/2025	Acct #128444 - Public Safety internet service			$917.48		
	0131803251201		12/01/2025	Acct #131803 - Transit Center telephone			$333.41		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$917.48		
	426 - Transit			426.11000 (Cash)			$333.41		

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From Payment Date: 11/28/2025 - To Payment Date: 12/4/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151566	12/04/2025	Open			Accounts Payable	Vestis Group Inc DBA Vestis Services LLC	$492.83		
	Invoice		Date	Description			Amount		
	27617387		11/11/2025	V3401BLAKL M Softshell Jkt			$492.83		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$492.83		
151567	12/04/2025	Open			Accounts Payable	Viking Shred, LLC	$500.00		
	Invoice		Date	Description			Amount		
	51160307		11/04/2025	CITY WIDE SHREDDING - NOVEMBER 2025			$500.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$454.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$46.00		
151568	12/04/2025	Open			Accounts Payable	WESTWOOD PROFESSIONAL SERVICES, INC.	$7,370.00		
	Invoice		Date	Description			Amount		
	1251101288		11/01/2025	SR03, 21-043 Northeast Neighborhood Park-J Lazar Park-11/1/2025			$1,435.00		
	1250901584		08/30/2025	SR03, 21-043 Northeast Neighborhood Park-J Lazar Park-8/30/25			$5,935.00		
	Paying Fund			Cash Account			Amount		
	228 - Park Development Tax			228.11000 (Cash)			$7,370.00		
151569	12/04/2025	Open			Accounts Payable	WMB ARCHITECTS INC	$436.00		
	Invoice		Date	Description			Amount		
	26650		11/20/2025	SR01, 24-010 Fire Station 31 SCBA Compressor Room-11/20/25			$436.00		
	Paying Fund			Cash Account			Amount		
	240 - Small Equipment Replacement			240.11000 (Cash)			$436.00		
151570	12/04/2025	Open			Accounts Payable	ZOLL DATA SYSTEMS, INC.	$1,600.00		
	Invoice		Date	Description			Amount		
	INV00214527		11/03/2025	FIRE - MONTHLY FIRERMS SERVICES - DEC 2025			$1,600.00		
	Paying Fund			Cash Account			Amount		
	116 - Special Public Safety			116.11000 (Cash)			$1,600.00		
151571	12/04/2025	Open			Accounts Payable	Borrego, Susan	$446.60		
	Invoice		Date	Description			Amount		
	TR5212		10/24/2025	ILA Women and Leadership Conference			$446.60		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$446.60		
151572	12/04/2025	Open			Accounts Payable	Borrego, Susan	$1,637.14		
	Invoice		Date	Description			Amount		
	TR5313		10/24/2025	Thrive in 25 Conference			$1,637.14		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,637.14		
151573	12/04/2025	Open			Accounts Payable	Borrego, Susan	$476.74		
	Invoice		Date	Description			Amount		
	SB11.24.25		11/24/2025	Reimbursement for Meeting Paid OOP x10			$476.74		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$476.74		

City of Turlock

Payment Register

From Payment Date: 11/28/2025 - To Payment Date: 12/4/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151574	12/04/2025	Open			Accounts Payable	Mark Thomas & Company, Inc.	$425,000.00		

Invoice	Date	Description	Amount
22-001	07/01/2025	22-001 CM for Projects for 2022 Construction for Roads Program	$44,092.93
23-032	12/03/2025	23-032 CM for Roads Task Order No. 1A	$380,907.07

Paying Fund	Cash Account	Amount
115 - Measure A - Roads	115.11000 (Cash)	$425,000.00

Type Check Totals: 67 Transactions $2,458,033.87

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	67	$2,458,033.87	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	67	$2,458,033.87	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	67	$2,458,033.87	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	67	$2,458,033.87	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**67**	**$2,458,033.87**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**67**	**$2,458,033.87**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**67**	**$2,458,033.87**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**67**	**$2,458,033.87**	**$0.00**

Payment Register

From Payment Date: 8/1/2025 - To Payment Date: 8/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PR - Payroll Account									
EFT									
160081	08/31/2025	Voided	INCORRECT ENTRY	09/05/2025	Accounts Payable	Optum Bank, Inc.	$23,000.80		
	Invoice		Date	Description			Amount		
	4/26/25PR		05/02/2025	4/26/25PR-HSA EE & ER			$11,474.36		
	5/10/25PR		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		
163595	08/08/2025	Open			Accounts Payable	CA SDU	$1,704.91		
	Invoice		Date	Description			Amount		
	8/2/25PR		08/08/2025	8/2/25PR-CHILD SUPPORT PAYMENT			$1,704.91		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$1,704.91		
163596	08/08/2025	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	$2,897.00		
	Invoice		Date	Description			Amount		
	8/2/25PR		08/08/2025	8/2/25PR-GOLDEN 1 CU			$2,897.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$2,897.00		
163597	08/12/2025	Open			Accounts Payable	ICMA-RC	$109,443.12		
	Invoice		Date	Description			Amount		
	8/2/25PR		08/12/2025	8/2/25PR-ICMA			$109,443.12		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$109,443.12		
163598	08/08/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$234,188.03		
	Invoice		Date	Description			Amount		
	8/2/25PR		08/08/2025	8/2/25PR-FEDERAL TAXES			$234,188.03		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$234,188.03		
163599	08/08/2025	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$72,232.05		
	Invoice		Date	Description			Amount		
	8/2/25PR		08/08/2025	8/2/25PR-STATE TAXES			$72,232.05		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$72,232.05		
163600	08/08/2025	Open			Accounts Payable	T A P O	$6,774.34		
	Invoice		Date	Description			Amount		
	8/2/25PR		08/08/2025	8/2/25PR-TAPO DUES			$6,774.34		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$6,774.34		
163601	08/08/2025	Open			Accounts Payable	T C E A	$3,037.50		
	Invoice		Date	Description			Amount		
	8/2/25PR		08/08/2025	8/2/25PR-TCEA DUES			$3,037.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$3,037.50		
163602	08/12/2025	Open			Accounts Payable	TFRA	$10,356.60		
	Invoice		Date	Description			Amount		
	8/2/25PR-RHS		08/12/2025	8/2/25PR-TFRA RHS DUES			$10,356.60		

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)			$10,356.60		
163603	08/08/2025	Open			Accounts Payable	TMAPS	$200.00		
	Invoice		Date	Description			Amount		
	8/2/25PR		08/08/2025	8/2/25PR-TMAPS DUES			$200.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$200.00		
163604	08/12/2025	Open			Accounts Payable	T A P O	$18,030.80		
	Invoice		Date	Description			Amount		
	8/2/25PR-RHS		08/12/2025	8/2/25PR-TAPO RHS DUES			$18,030.80		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$18,030.80		
163605	08/08/2025	Open			Accounts Payable	T C E A	$75.00		
	Invoice		Date	Description			Amount		
	8/2/25PR-BENEVOL		08/08/2025	8/2/25PR-TCEA BENEVOLENCE DUES			$75.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$75.00		
163606	08/15/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$82.14		
	Invoice		Date	Description			Amount		
	8/14/25PR-HOLDRE		08/15/2025	8/14/25PR-FEDERAL TAXES-J HOLDREN			$82.14		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$82.14		
163607	08/06/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$11,113.70		
	Invoice		Date	Description			Amount		
	BE006684586C		08/06/2025	DELTA DENTAL CLAIMS FOR 7/25/25-7/31/25			$11,113.70		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$11,113.70		
163608	08/06/2025	Open			Accounts Payable	UMR	$9,277.01		
	Invoice		Date	Description			Amount		
	7/29-8/4-FY24/25		08/06/2025	UMR CLAIMS FOR 7/29/25-8/4/25-FY 24/25			$9,277.01		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$9,277.01		
163609	08/06/2025	Open			Accounts Payable	UMR	$25,144.75		
	Invoice		Date	Description			Amount		
	7/29-8/4-FY25/26		08/06/2025	UMR CLAIMS FOR 7/29/25-8/4/25-FY 25/26			$25,144.75		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$25,144.75		
163610	08/11/2025	Open			Accounts Payable	CalPERS	$363,932.58		
	Invoice		Date	Description			Amount		
	8/2/25PR		08/11/2025	8/2/25PR-CALPERS			$363,932.58		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$363,945.52		
	450 - SRWA - Operations			450.11000 (Cash)			($12.94)		
163611	08/12/2025	Open			Accounts Payable	ICMA-RC	$30,294.74		
	Invoice		Date	Description			Amount		
	6/21/25PR-CONV		08/12/2025	6/21/25PR-ICMA MGMT VACATION CONVERSION			$30,294.74		
	Paying Fund			Cash Account			Amount		

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From Payment Date: 8/1/2025 - To Payment Date: 8/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	110 - General Fund			110.11000 (Cash)			$20,848.61			
	118 - Measure A			118.11000 (Cash)			$1,484.71			
	205 - Sports Facilities			205.11000 (Cash)			$171.80			
	217 - Streets - Gas Tax			217.11000 (Cash)			$326.23			
	246 - Landscape Assessment			246.11000 (Cash)			$283.40			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$2,019.40			
	420 - WATER			420.11000 (Cash)			$950.53			
	426 - Transit			426.11000 (Cash)			$926.75			
	450 - SRWA - Operations			450.11000 (Cash)			$858.61			
	501 - Information Technology			501.11000 (Cash)			$1,690.56			
	505 - Fleet			505.11000 (Cash)			$734.14			
163612	08/14/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA		$6,830.10		
	Invoice		Date	Description			Amount			
	BE006688331C		08/14/2025	DELTA DENTAL CLAIMS FOR 8/1/25-8/7/25			$6,830.10			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$6,830.10			
163613	08/14/2025	Open			Accounts Payable	UMR		$2,168.61		
	Invoice		Date	Description			Amount			
	8/5-8/11-FY24/25		08/14/2025	UMR CLAIMS FOR 8/5/25-8/11/25-FY 24/25			$2,168.61			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$2,168.61			
163614	08/14/2025	Open			Accounts Payable	UMR		$36,130.94		
	Invoice		Date	Description			Amount			
	8/5-8/11-FY25/26		08/14/2025	UMR CLAIMS FOR 8/5/25-8/11/25-FY 25/26			$36,130.94			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$36,130.94			
163615	08/20/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA		$6,406.80		
	Invoice		Date	Description			Amount			
	BE006692948C		08/20/2025	DELTA DENTAL CLAIMS FOR 8/8/25-8/14/25			$6,406.80			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$6,406.80			
163616	08/20/2025	Open			Accounts Payable	UMR		$418.15		
	Invoice		Date	Description			Amount			
	SEP 25 CUSTODIAL		08/20/2025	UMR SEPTEMBER 2025 CUSTODIAL AND BANKING FEE			$418.15			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$418.15			
163617	08/20/2025	Open			Accounts Payable	UMR		$18,218.30		
	Invoice		Date	Description			Amount			
	8/12-8/18-FY2025		08/20/2025	UMR CLAIMS FOR 8/12/25-8/18/25-FY 24/25			$18,218.30			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$18,218.30			
163618	08/20/2025	Open			Accounts Payable	UMR		$81,750.21		
	Invoice		Date	Description			Amount			
	8/12-8/18-FY2026		08/20/2025	UMR CLAIMS FOR 8/12/25-8/18/25-FY 25/26			$81,750.21			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$81,750.21			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
163619	08/20/2025	Open			Accounts Payable	UMR	$162,102.84		
	Invoice		Date	Description		Amount			
	SEP 25 PREM		08/20/2025	UMR SEPTEMBER 2025 HEALTH PREMIUMS		$162,102.84			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$162,102.84			
163620	08/20/2025	Open			Accounts Payable	SUN LIFE ASSURANCE COMPANY OF CANADA	$21,289.95		
	Invoice		Date	Description		Amount			
	SEP 2025		08/20/2025	LTD AND LIFE INSURANCE - SEPTEMBER 2025		$21,289.95			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$21,289.95			
163621	08/22/2025	Open			Accounts Payable	CA SDU	$1,704.91		
	Invoice		Date	Description		Amount			
	8/16/25PR		08/22/2025	8/16/25PR-CHILD SUPPORT PAYMENT		$1,704.91			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$1,704.91			
163622	08/22/2025	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	$2,897.00		
	Invoice		Date	Description		Amount			
	8/16/25PR		08/22/2025	8/16/25PR-GOLDEN 1 CU		$2,897.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$2,897.00			
163623	08/22/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$227,004.83		
	Invoice		Date	Description		Amount			
	8/16/25PR		08/22/2025	8/16/25PR-FEDERAL TAXES		$227,004.83			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$227,004.83			
163624	08/22/2025	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$71,510.69		
	Invoice		Date	Description		Amount			
	8/16/25PR		08/22/2025	8/16/25PR-STATE TAXES		$71,510.69			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$71,510.69			
163625	08/22/2025	Open			Accounts Payable	T A P O	$6,714.34		
	Invoice		Date	Description		Amount			
	8/16/25PR		08/22/2025	8/16/25PR-TAPO DUES		$6,714.34			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$6,714.34			
163626	08/22/2025	Open			Accounts Payable	T C E A	$3,037.50		
	Invoice		Date	Description		Amount			
	8/16/25PR		08/22/2025	8/16/25PR-TCEA DUES		$3,037.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$3,037.50			
163627	08/22/2025	Open			Accounts Payable	TFRA	$6,663.36		
	Invoice		Date	Description		Amount			
	8/16/25PR		08/22/2025	8/16/25PR-TFRA DUES		$6,663.36			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$6,663.36			

Payment Register

From Payment Date: 8/1/2025 - To Payment Date: 8/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
163628	08/22/2025	Open			Accounts Payable	TURLOCK CITY FIRE INC	$360.00		
	Invoice		Date	Description		Amount			
	8/16/25PR		08/22/2025	8/16/25PR-FIRE INC DUES		$360.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$360.00			
163629	08/22/2025	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	$110.00		
	Invoice		Date	Description		Amount			
	8/16/25PR		08/22/2025	8/16/25PR-TURLOCK HEALTH CLUB		$110.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$110.00			
163630	08/22/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$60.90		
	Invoice		Date	Description		Amount			
	8/16/25PR-WALSH		08/22/2025	8/16/25PR-FEDERAL TAXES-C WALSH		$60.90			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$60.90			
163631	08/25/2025	Open			Accounts Payable	T A P O	$18,174.03		
	Invoice		Date	Description		Amount			
	8/16/25PR-RHS		08/25/2025	8/16/25PR-TAPO RHS DUES		$18,174.03			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$18,174.03			
163632	08/22/2025	Open			Accounts Payable	T C E A	$75.00		
	Invoice		Date	Description		Amount			
	8/16/25PR-BENEVO		08/22/2025	8/16/25PR-TCEA BENEVOLENCE DUES		$75.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$75.00			
163633	08/25/2025	Open			Accounts Payable	TFRA	$10,356.60		
	Invoice		Date	Description		Amount			
	8/16/25PR-RHS		08/25/2025	8/16/25PR-TFRA RHS DUES		$10,356.60			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$10,356.60			
163634	08/25/2025	Open			Accounts Payable	ICMA-RC	$110,101.02		
	Invoice		Date	Description		Amount			
	8/16/25PR		08/25/2025	8/16/25PR-ICMA		$110,101.02			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$110,101.02			
163635	08/26/2025	Open			Accounts Payable	CalPERS	$365,393.00		
	Invoice		Date	Description		Amount			
	8/16/25PR		08/26/2025	8/16/25PR-CALPERS		$365,393.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$365,393.00			
163636	08/27/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$3,934.94		
	Invoice		Date	Description		Amount			
	BE006715076A		08/27/2025	DELTA DENTAL PREMIUMS - AUGUST 2025		$3,934.94			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$3,934.94			

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From Payment Date: 8/1/2025 - To Payment Date: 8/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
163637	08/27/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$7,123.50		
	Invoice		Date	Description			Amount		
	BE006715076C		08/27/2025	DELTA DENTAL CLAIMS FOR 8/15/25-8/21/25			$7,123.50		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$7,123.50		
163638	08/27/2025	Open			Accounts Payable	UMR	$8,060.27		
	Invoice		Date	Description			Amount		
	8/19-8/25-FY2025		08/27/2025	UMR CLAIMS FOR 8/19/25-8/25/25-FY 24/25			$8,060.27		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$8,060.27		
163639	08/27/2025	Open			Accounts Payable	UMR	$104,274.75		
	Invoice		Date	Description			Amount		
	8/19-8/25-FY2026		08/27/2025	UMR CLAIMS FOR 8/19/25-8/25/25-FY 25/26			$104,274.75		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$104,274.75		
163640	08/27/2025	Open			Accounts Payable	UMR	($1,119.98)		
	Invoice		Date	Description			Amount		
	JUL25 COBRA REF		08/27/2025	UMR JULY COBRA REFUND			($1,119.98)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			($1,119.98)		
163641	08/27/2025	Open			Accounts Payable	UMR	($16,651.47)		
	Invoice		Date	Description			Amount		
	JUL25 RET REF		08/27/2025	UMR JULY 2025 RETIREE REFUND			($16,651.47)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			($16,651.47)		
163642	08/31/2025	Open			Accounts Payable	Optum Bank, Inc.	$22,931.66		
	Invoice		Date	Description			Amount		
	8/2/25PR		08/08/2025	8/2/25PR-HSA EE & ER			$11,465.83		
	8/16/25PR		08/22/2025	8/16/25PR-HSA EE & ER			$11,465.83		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$22,931.66		
Type EFT Totals:					49 Transactions		$2,209,817.82		

PR - Payroll Account Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	48	$2,186,817.02	$0.00

City of Turlock

Payment Register

From Payment Date: 8/1/2025 - To Payment Date: 8/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	$0.00		$0.00	
					Voided	1	$23,000.80		$0.00	
					Total	49	$2,209,817.82		$0.00	

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	48	$2,186,817.02	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$23,000.80	$0.00
	Stopped	0	$0.00	$0.00
	Total	49	$2,209,817.82	$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**48**	**$2,186,817.02**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$23,000.80**	**$0.00**
	Total	**49**	**$2,209,817.82**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**48**	**$2,186,817.02**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$23,000.80**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**49**	**$2,209,817.82**	**$0.00**

Payment Register

From Payment Date: 12/5/2025 - To Payment Date: 12/11/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
151575	12/05/2025	Open			Accounts Payable	FEDERAL EXPRESS	$1,200.70		

Invoice	Date	Description	Amount
9-084-65584	11/28/2025	SHIPPING CHARGES FOR 11/28/25	$1,200.70

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,187.06
420 - WATER	420.11000 (Cash)	$13.64

151576	12/09/2025	Open			Utility Management Refund	ADROIT CAPITAL LLC	$242.21		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	63398-004	MOVE OUT CREDIT	12/08/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$242.21

151577	12/09/2025	Open			Utility Management Refund	KARAM, MICHAEL	$100.83		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	211370-005	MOVE OUT CREDIT	12/08/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$100.83

151578	12/09/2025	Open			Utility Management Refund	MALHI, PERVINDER	$168.40		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	767662-001	MOVE OUT CREDIT	12/08/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$168.40

151579	12/09/2025	Open			Utility Management Refund	REAL PROPERTY MANAGEMENT CENTRAL VALLEY	$25.00		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	193518-007	MOVE OUT CREDIT	12/08/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$25.00

151580	12/09/2025	Open			Utility Management Refund	SEN, DEBAMOY	$289.42		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	857068-002	MOVE OUT CREDIT	12/08/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$289.42

151581	12/09/2025	Open			Utility Management Refund	SHUFAR, ABDULJABBAR	$137.99		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	401129-005	401129-005	12/08/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$137.99

151582	12/09/2025	Open			Utility Management Refund	VIRK, HERMANPREET	$379.22		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	13900-002	MOVE OUT CREDIT	12/08/2025	Refund

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From Payment Date: 12/5/2025 - To Payment Date: 12/11/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$25.00		
	420 - WATER			420.11000 (Cash)			$354.22		
151583	12/11/2025	Open			Accounts Payable	A & P CONSTRUCTION	$14,400.00		
	Invoice		Date	Description			Amount		
	113		11/25/2025	City Project Construction Agreement- 2065 Cody Ct. for CO#3			$2,550.00		
	112		11/25/2025	City Project Construction Agreement- 2065 Cody Ct.			$5,150.00		
	111		11/25/2025	City Project Construction Agreement- 2065 Cody Ct. for CO#1			$3,750.00		
	110		11/15/2025	City Project Construction Agreement- 1827 Shadow Park Dr. CO#6			$2,950.00		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$2,950.00		
	260 - PLHA-PermanentLocalHousingAlloc			260.11000 (Cash)			$11,450.00		
151584	12/11/2025	Open			Accounts Payable	AIRGAS NCN	$1,621.00		
	Invoice		Date	Description			Amount		
	5521168433		11/30/2025	RENT CYL IND LARGE HELIUM			$71.05		
	5521168620		11/30/2025	RENT CYL IND LARGE HELIUM / ARGON/ CARBON DIOXIDE			$1,549.95		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$516.65		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$587.70		
	420 - WATER			420.11000 (Cash)			$516.65		
151585	12/11/2025	Open			Accounts Payable	AT&T Corp	$587.98		
	Invoice		Date	Description			Amount		
	6354668015		11/11/2025	SRWA - JPA, Surface Water, Operations- Internet Access Nov 2025			$587.98		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$587.98		
151586	12/11/2025	Open			Accounts Payable	AT&T/SBC	$66.05		
	Invoice		Date	Description			Amount		
	RELAY 12/1/25		12/01/2025	Acct# 248 134-2929 655 9/ California Relay Srvc TDD			$4.30		
	FIRE 12/1/25		12/01/2025	Acct# 233 841-5391 333 1/ Fire Dept			$61.75		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$66.05		
151587	12/11/2025	Open			Accounts Payable	AutoZone Stores LLC	$43.15		
	Invoice		Date	Description			Amount		
	06219086763		11/26/2025	RM1500 1 5 PANEL INTERIOR SKU-000256885			$21.66		
	03683499591		11/26/2025	RM1500 1 5 PANEL INTERIOR SKU-000256885			$21.49		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$43.15		
151588	12/11/2025	Open			Accounts Payable	B & V Commercial Cleaning, Inc	$3,241.06		
	Invoice		Date	Description			Amount		
	3877		12/01/2025	SRWA - Janitorial Cleaning Service November 2025			$2,495.06		
	3854		11/25/2025	SRWA - Janitorial Cleaning Service - Window Cleaning Nov 2025			$746.00		
	Paying Fund			Cash Account			Amount		

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From Payment Date: 12/5/2025 - To Payment Date: 12/11/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	950 - SRWA - JPA			950.11000 (Cash)			$3,241.06		
151589	12/11/2025	Open			Accounts Payable	BADGER METER INC dba NATIONAL METER & AUTOMATION	$63.00		
	Invoice		Date	Description			Amount		
	80219138		11/26/2025	ORION CELLULAR NOV 2025			$63.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$63.00		
151590	12/11/2025	Open			Accounts Payable	BARNES WELDING SUPPLY	$175.09		
	Invoice		Date	Description			Amount		
	0091728263		11/30/2025	CYLINDER MAINTENANCE			$175.09		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$175.09		
151591	12/11/2025	Open			Accounts Payable	BAY CITY BOILER AND ENGINEERING CO., INC.	$1,375.00		
	Invoice		Date	Description			Amount		
	40258		11/26/2025	HOT WATER BOILER REPAIRS AND PREVENTATIVE MAINTENANCE SERVICES			$1,375.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,375.00		
151592	12/11/2025	Open			Accounts Payable	BICSEC SECURITY INC	$266.25		
	Invoice		Date	Description			Amount		
	234489		12/01/2025	SRWA BICSEC - SECURITY AND FIRE ALARM MONITORING Dec 2025			$266.25		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$266.25		
151593	12/11/2025	Open			Accounts Payable	Blair, Church & Flynn Consulting Engineers, Inc.	$1,015.25		
	Invoice		Date	Description			Amount		
	85429		09/30/2025	SR03 23-051 Tully Road Sewer Main Evaluation and Repair-9/30/25			$1,015.25		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,015.25		
151594	12/11/2025	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	$470.92		
	Invoice		Date	Description			Amount		
	283099		11/25/2025	I13540600 sensor			$265.26		
	283154		12/03/2025	23224322 (S) VALVE KIT			$109.70		
	283150		12/03/2025	13418808 (S) SEAL			$95.96		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$470.92		
151595	12/11/2025	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	$1,955.96		
	Invoice		Date	Description			Amount		
	I0033411138		11/13/2025	WATER RIGHTS 07/01/2025-06/30/2026			$1,955.96		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,955.96		

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From Payment Date: 12/5/2025 - To Payment Date: 12/11/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151596	12/11/2025	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	$582.00		
	Invoice		Date	Description			Amount		
	285551		12/03/2025	RECYCLED AB			$582.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$582.00		
151597	12/11/2025	Open			Accounts Payable	CHARTER COMMUNICATIONS	$1,987.39		
	Invoice		Date	Description			Amount		
	170078401120125		12/01/2025	170078401 / D. LEWIS 2014 Independence Dr. Admin Internet			$84.98		
	170074001120125		12/01/2025	170074001 / WQC 901 S Walnut Rd			$109.99		
	170078701120125		12/01/2025	170078701 / L. MACHADO 4304 Arcadian Dr IT Internet			$100.00		
	170075001120125		12/01/2025	170075001 / CITY HALL 156 S Broadway #116 City Wide Internet			$1,049.00		
	170073601120125		12/01/2025	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		
151598	12/11/2025	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	$403.74		
	Invoice		Date	Description			Amount		
	5304709801		11/24/2025	FIRST AID CABINET REFILL- WQC/ELECTRICAL			$403.74		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$201.87		
	420 - WATER			420.11000 (Cash)			$201.87		
151599	12/11/2025	Open			Accounts Payable	CITY OF TURLOCK - CASH	$311.67		
	Invoice		Date	Description			Amount		
	12-03-25 REPLIN		12/03/2025	FIN AR-REPLIN PETTY CASH-12-03-25			$311.67		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$237.67		
	255 - CDBG			255.11000 (Cash)			$37.00		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			$37.00		
151600	12/11/2025	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	$5,690.00		
	Invoice		Date	Description			Amount		
	38597876		11/28/2025	SRWA Pest/Weed Control Services Monthly FY 25/26 Pest Nov 2025			$320.00		
	38672084		11/11/2025	SRWA Pest/Weed Control Services Monthly FY 25/26 Weed Nov 2025			$2,370.00		
	38301687		08/25/2025	PEST SINGLE SERVICE - WQC LOT CLEAN UP 8/25/25			$3,000.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$3,000.00		
	950 - SRWA - JPA			950.11000 (Cash)			$2,690.00		

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From Payment Date: 12/5/2025 - To Payment Date: 12/11/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151601	12/11/2025	Open			Accounts Payable	Cloudburst Consulting Group, Inc.	$8,115.00		
	Invoice		Date	Description			Amount		
	18839		10/31/2025	On Demand Consulting- Housing FY- 2025-26-October 2025			$465.00		
	18734		10/31/2025	HOME-ARP Training- Task 2			$7,650.00		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$232.50		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			$155.00		
	259 - HOME-ARP			259.11000 (Cash)			$7,727.50		
151602	12/11/2025	Voided	INCORRECT VENDOR	12/12/2025	Accounts Payable	CODE PUBLISHING COMPANY	$1,903.50		
	Invoice		Date	Description			Amount		
	PG000044313		11/26/2025	Add Pages to TMC			$1,903.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,903.50		
151603	12/11/2025	Open			Accounts Payable	Confluence Engineering Group LLC	$3,960.00		
	Invoice		Date	Description			Amount		
	36-1125TKWQ2		11/30/2025	PROF SVS 11/1 - 11/30/25			$3,960.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$3,960.00		
151604	12/11/2025	Open			Accounts Payable	CULLIGAN INC	$332.35		
	Invoice		Date	Description			Amount		
	CD3043195		11/26/2025	ACCT #180900 De-ionized water for WQC Lab			$97.85		
	CD3066210		12/01/2025	ACCT #180900 De-ionized water for WQC Lab			$234.50		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$332.35		
151605	12/11/2025	Open			Accounts Payable	DV Electric Co	$3,325.00		
	Invoice		Date	Description			Amount		
	CP24-003/PP2		11/30/2025	24-033 Transit Center EV Chargers-11/30/25			$3,325.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$3,325.00		
151606	12/11/2025	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	$428.35		
	Invoice		Date	Description			Amount		
	S6594193.001		11/18/2025	STL CITY 4 IN SQ BX STL			$39.16		
	S6597099.001		11/21/2025	MAGNETIC TAPE/COND STRAP/POST BASE/STRUT NUT			$389.19		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$428.35		
151607	12/11/2025	Open			Accounts Payable	ELITE LANDSCAPING INC	$2,450.00		
	Invoice		Date	Description			Amount		
	11204664		11/30/2025	TREE REMOVAL ON N QUINCY			$2,450.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$2,450.00		
151608	12/11/2025	Open			Accounts Payable	ENTERPRISE FM TRUST	$4,804.20		
	Invoice		Date	Description			Amount		
	FBN5509373		12/03/2025	SRWA Enterprise Leased Vehicles - November 2025			$4,804.20		
	Paying Fund			Cash Account			Amount		

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	450 - SRWA - Operations			450.11000 (Cash)			$4,804.20		
151609	12/11/2025	Open			Accounts Payable	FEDERAL EXPRESS	$52.27		
	Invoice		Date	Description			Amount		
	9-092-74395		12/05/2025	SHIPPING CHARGES FOR 12/5/25			$52.27		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$52.27		
151610	12/11/2025	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	$16,100.14		
	Invoice		Date	Description			Amount		
	6817		12/03/2025	SRWA - Unarmed Security Services November 2025			$10,416.00		
	6831		12/03/2025	Unarmed Security Services for City Hall-Special Meetings Nov2025			$304.50		
	6828		12/03/2025	Unarmed Security Services for City Hall Meetings Nov2025			$5,379.64		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$5,684.14		
	950 - SRWA - JPA			950.11000 (Cash)			$10,416.00		
151611	12/11/2025	Open			Accounts Payable	GDR ENGINEERING INC	$5,315.00		
	Invoice		Date	Description			Amount		
	29467		10/31/2025	SR01, 25-020 Fire Station No. 33 Asphalt Repair-10/31/25			$2,300.00		
	29468		10/31/2025	SR02, 24-022 Water Line ReplacE on S Center and Crane-10/31/25			$3,015.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,300.00		
	420 - WATER			420.11000 (Cash)			$3,015.00		
151612	12/11/2025	Open			Accounts Payable	GHD INC	$2,711.50		
	Invoice		Date	Description			Amount		
	380-0082086		11/29/2025	SR11, 25-066 Signal Timing Plan Intersection Geer/Canal-11/29/25			$2,711.50		
	Paying Fund			Cash Account			Amount		
	216 - Streets - Local Transportation			216.11000 (Cash)			$2,711.50		
151613	12/11/2025	Open			Accounts Payable	GRAINGER INC, W W	$1,007.21		
	Invoice		Date	Description			Amount		
	9727941446		12/02/2025	CALIBRATION GAS CYLINDER			$554.71		
	9724234233		11/25/2025	ENGINE BLOCK HEATER			$198.27		
	9711233123		11/13/2025	STREET LIGHT MATERIALS FOR RESTOCKING BUCKET TRUCK			$254.23		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$254.23		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$554.71		
	420 - WATER			420.11000 (Cash)			$198.27		
151614	12/11/2025	Open			Accounts Payable	GREEN HORIZON INC	$1,660.00		
	Invoice		Date	Description			Amount		
	49067		12/01/2025	SRWA - Landscape Services-Green Horizon November 2025			$1,660.00		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$1,660.00		

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151615	12/11/2025	Open			Accounts Payable	HACH COMPANY	$6,524.80		

Invoice	Date	Description	Amount
14771019	11/24/2025	TOC-X5 TOC SHAKER FOR PURGING METHOD	$1,351.85
14768896	11/21/2025	NITRATE, TNT + LR / RGT SET / VOLATILE ACIDS - LAB	$721.39
14773717	11/26/2025	SI PH COMBINATION SENSOR / KIT MEMBRANE REPLACEMENT/ HACH CAMO	$1,950.47
14761792	11/18/2025	SENSOR FREE CHLORINE CLF10 SC STAINLESS TIP	$2,501.09

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$721.39
420 - WATER	420.11000 (Cash)	$5,803.41

151616	12/11/2025	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUEBOOK	$837.47		

Invoice	Date	Description	Amount
INV00888807	11/19/2025	SRWA supplies - DPD Dispenser 11.19.25	$240.60
INV00891610	11/21/2025	SRWA supplies - UV Pure Replacement Lamps	$596.87

Paying Fund	Cash Account	Amount
450 - SRWA - Operations	450.11000 (Cash)	$837.47

151617	12/11/2025	Open			Accounts Payable	HILMAR LUMBER INC	$2,158.43		

Invoice	Date	Description	Amount
753840	11/20/2025	PVC 3" COMP COUPLER B&K / PIPE BELL	$143.10
753742	11/19/2025	SCREW FASTNERS/TUBE VINYL/AIRTUBE/FLSHLIGHT/PLIER FLUSH/CARABINE	$137.60
753249	11/17/2025	PLYWOOD	$154.38
749853	10/23/2025	TURBO SPRAY GLOSS/ SUBMERSIBLE PUMP/ SCREW FASTNERS/BUTTERFLY VA	$1,029.39
751787	11/06/2025	WQC SUPPLIES	$440.81
753047	11/14/2025	INSECT FOGGER CONC 6PK CONC DPREACH FOGGER 4PK	$26.93
752963	11/14/2025	EXTENSION POLE BL/WT 18	$45.24
755340	12/02/2025	BATTRY LITHUM 3V 2023 PK2	$94.79
755458	12/03/2025	DIE THREAD	$86.19

Paying Fund	Cash Account	Amount
205 - Sports Facilities	205.11000 (Cash)	$154.38
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,004.05

151618	12/11/2025	Open			Accounts Payable	HUNT EQUIPMENT, LLC dba DONLEE PUMP COMPANY	$1,019.52		

Invoice	Date	Description	Amount
114774	12/01/2025	··.LABOR--REGULAR LAR	$1,019.52

Paying Fund	Cash Account	Amount
426 - Transit	426.11000 (Cash)	$1,019.52

151619	12/11/2025	Open			Accounts Payable	ICC Codification, Inc. dba General Code,LLC	$7,470.00		

Invoice	Date	Description	Amount
PG000043970	10/31/2025	30% submission of Manuscript	$7,470.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$7,470.00

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151620	12/11/2025	Open			Accounts Payable	Lhoist North America of Arizona, Inc.	$9,641.61		
	Invoice		Date	Description			Amount		
	1102524001		11/30/2025	SRWA SUPPLY AND DELIVERY OF 11.30.25	Hydrated Lime		$9,641.61		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			$9,641.61		
151621	12/11/2025	Open			Accounts Payable	LINDSAY CORPORATION DBA ELECSYS INTERNATIONAL, LLC	$84.00		
	Invoice		Date	Description			Amount		
	SIP-E223923		11/20/2025	NOVEMBER 2025 CELL DATA / SAT DATA SERVICES			$84.00		
	Paying Fund			Cash Account			Amount		
	416 - Recycled Water Sales			416.11000 (Cash)			$84.00		
151622	12/11/2025	Open			Accounts Payable	MELLO TRANSMISSION CO INC	$10,939.69		
	Invoice		Date	Description			Amount		
	43679		12/01/2025	TRA19-1063 2019 GILLIG BUS TRANSMISSION REPAIR			$10,939.69		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$10,939.69		
151623	12/11/2025	Open			Accounts Payable	MME	$1,032.05		
	Invoice		Date	Description			Amount		
	043983		12/01/2025	V-644-50010	FLANGE BEARING 1-15/16		$1,032.05		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$1,032.05		
151624	12/11/2025	Open			Accounts Payable	MODESTO IRRIGATION DISTRICT	$913.58		
	Invoice		Date	Description			Amount		
	157337		12/04/2025	SRWA - Cost Sharing Tuolumne River Watershed Sanitary Survey			$913.58		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$913.58		
151625	12/11/2025	Open			Accounts Payable	Montrose Environmental Solutions, Inc.	$1,753.00		
	Invoice		Date	Description			Amount		
	CINV-457382		10/31/2025	SR01, 22-035 Intersection Improv Countryside & Entrance-10/31/25			$1,753.00		
	Paying Fund			Cash Account			Amount		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			$1,753.00		
151626	12/11/2025	Open			Accounts Payable	Mountain Cascade, Inc.	$633,450.95		
	Invoice		Date	Description			Amount		
	PP3/CP23-067BP3		12/02/2025	23-067 Construction for Roads BP3-Sep 2025			$633,450.95		
	Paying Fund			Cash Account			Amount		
	218 - Measure L			218.11000 (Cash)			$633,450.95		
151627	12/11/2025	Open			Accounts Payable	NAPA AUTO PARTS	$4,794.38		
	Invoice		Date	Description			Amount		
	849205		11/25/2025	7453046 BK WHEEL BEARING PROTECT			$64.98		
	849219		11/25/2025	06481 MMM ROLL ()			$93.55		
	849228		11/26/2025	08008 MMM SUPER WTHRSTRP ADHV			$24.57		
	849260		11/26/2025	9022090 NOE Integrated Thermostat Housing A ()			$118.01		

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	849298		12/01/2025	90464 NTH TIRE VAL			$67.14		
	849302		12/01/2025	90624 NTH ADAPTER			$5.39		
	849312		12/01/2025	75XDT800 BAT 18MO WTY BAT (170)			$639.68		
	849336		12/01/2025	R1234YFKIT NFR R1234YF CAN KIT			$49.34		
	849335		12/01/2025	KCPVC6X14 NON MESH TARP 6X14 ()			$54.30		
	849351		12/01/2025	27038 PTX PX OPTIMUM RED TUBE			$15.20		
	849366		12/01/2025	SP493X MFT SPARK PLUG			$70.18		
	849384		12/02/2025	IC369 ECH COIL ON PLUG COIL ()			$495.71		
	849385		12/02/2025	E93276X24 MER CHAMBER ()			$1,197.03		
	849430		12/02/2025	FT9468 FLT FT PADS			$790.99		
	849455		12/02/2025	SG9470X PSG SG BRAKE PAD ()			$43.16		
	849461		12/03/2025	27502MP SFI ENGINE OIL FILTER			$164.89		
	849488		12/03/2025	90466 NTH GAUGE ()			$57.71		
	849487		12/03/2025	90466 NTH GAUGE ()			$57.71		
	849484		12/03/2025	908DFT716 BAT 8D BATTERY S/P ()			$784.84		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$57.71		
	505 - Fleet			505.11000 (Cash)			$4,736.67		
151628	12/11/2025	Open			Accounts Payable	New Century Construction & Consulting Inc.		$38,201.00	
	Invoice		Date	Description			Amount		
	224		11/25/2025	City Project Construction Agreement- 591 Birchwood for CO#2			$3,100.00		
	223		11/25/2025	City Project Construction Agreement- 591 Birchwood fr CO#1			$2,350.00		
	222		11/25/2025	City Project Construction Agreement- 591 Birchwood 90% progress			$32,751.00		
	Paying Fund			Cash Account			Amount		
	625 - Successor Agency - LMI			625.11000 (Cash)			$38,201.00		
151629	12/11/2025	Open			Accounts Payable	New Pig Corporation		$1,189.95	
	Invoice		Date	Description			Amount		
	4466199-00		11/20/2025	SRWA Supplies - 4-drum Spill Containment Pallets			$1,189.95		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			$1,189.95		
151630	12/11/2025	Open			Accounts Payable	Next Request LLC		$11,893.77	
	Invoice		Date	Description			Amount		
	349847		11/01/2025	PRA Software 11/1/2025-10/31/2026			$11,893.77		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$11,893.77		
151631	12/11/2025	Open			Accounts Payable	Northstar Chemical		$6,631.24	
	Invoice		Date	Description			Amount		
	327201		11/24/2025	FERRIC CHLORIDE FOR WELL 38			$6,631.24		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$6,631.24		
151632	12/11/2025	Open			Accounts Payable	Operational Technical Services, LLC		$12,838.04	
	Invoice		Date	Description			Amount		
	5228		11/16/2025	SRWA - Senior Operator MC 11.12.25 - 11.16.25			$8,242.34		
	5239		11/19/2025	SRWA - Senior Operator MC 11.17.25 - 11.19.25			$4,595.70		

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	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			$12,838.04		
151633	12/11/2025	Open			Accounts Payable	OREILLY AUTO PARTS	$57.39		
	Invoice		Date	Description			Amount		
	2800-203797		11/25/2025	DOR 626-545 HTR HOSE ASY			$64.18		
	2800-203965		11/26/2025	MMM 8008 ADHESIVE			$42.71		
	2800-204215		11/26/2025	DOR 626-545 HTR HOSE ASY			($64.18)		
	2800-205382		12/02/2025	2800-205382			$8.42		
	2800-205706		12/03/2025	NIC EG24415 EXH PIPE GSK			$6.26		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$57.39		
151634	12/11/2025	Open			Accounts Payable	P G & E	$274.09		
	Invoice		Date	Description			Amount		
	COLUMBIA 12/2/25		12/02/2025	6180280303-3 / 600 Columbia St			$8.92		
	HIGH 12/2/25		12/02/2025	0221941093-9 / 595 High St			$8.92		
	R.BOESCH 12/2/25		12/02/2025	4388605407-1 / 275 N Orange			$73.49		
	ARMORY 12/2/25		12/02/2025	7255483135-3 / 1040 Flower St			$8.92		
	FIRE#3 12/4/25		12/04/2025	2087893140-9 / 501 E Monte Vista Ave			$173.84		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$274.09		
151635	12/11/2025	Open			Accounts Payable	PACE SUPPLY CORPORATION	$2,938.52		
	Invoice		Date	Description			Amount		
	0510967827-1		11/26/2025	REPAIR CLAMP			$875.04		
	0510967827		11/21/2025	REPAIR CLAMP			$2,063.48		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$2,938.52		
151636	12/11/2025	Open			Accounts Payable	PIRES, LIPOMI & BURKETT ARCHITECTURAL CORP	$1,505.00		
	Invoice		Date	Description			Amount		
	7334		07/31/2025	SR04, 24-036 Renovations Sr Center and Marty Yerby-7/31/25			$1,075.00		
	7580		11/30/2025	SR04, 24-036 Renovations Sr Center and Marty Yerby -11/30/25			$430.00		
	Paying Fund			Cash Account			Amount		
	258 - Housing Stimulus Funds			258.11000 (Cash)			$1,505.00		
151637	12/11/2025	Open			Accounts Payable	PRICE FORD OF TURLOCK INC	$268.61		
	Invoice		Date	Description			Amount		
	19516		12/02/2025	CUSTOMER REQUESTED 4 ADDITIONAL KEYS AND 4 ADDITIONAL KEY			$268.61		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$268.61		
151638	12/11/2025	Open			Accounts Payable	PROVOST & PRITCHARD ENGINEERING GROUP INC	$98,552.79		
	Invoice		Date	Description			Amount		
	125012		11/11/2025	25-024 Design Task Order 3 for Roads CIP-Oct 2025			$53,904.14		
	125013		11/11/2025	25-025 Design Task Order 4 Roads CIP-Oct 2025			$44,648.65		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$98,552.79		

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151639	12/11/2025	Open			Accounts Payable	R3 Consulting Group, Inc.	$1,346.25		
	Invoice		Date	Description			Amount		
	124939		12/02/2025	Consulting Work			$1,346.25		
	Paying Fund			Cash Account			Amount		
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			$1,346.25		
151640	12/11/2025	Open			Accounts Payable	RECOLOGY BLOSSOM VALLEY NORTH	$4,719.42		
	Invoice		Date	Description			Amount		
	00242040/RI		11/26/2025	Recology Premium COmpost			$4,719.42		
	Paying Fund			Cash Account			Amount		
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			$4,719.42		
151641	12/11/2025	Open			Accounts Payable	Rexel USA, Inc.	$2,340.39		
	Invoice		Date	Description			Amount		
	S143964524.002		11/21/2025	AB700 SLIM LINE RELAY			$250.05		
	S143961501.001		11/21/2025	MUNI SERVICES DEPARTMENT SUPPLIES			$1,258.90		
	S143964524.001		11/21/2025	SLIM LINE RELAY / BLADE BASED MINATURE RELAY SOCKET			$540.57		
	S143964524.003		11/21/2025	FAST ACTING MIDGET FUSE FOR MILTIMETER PROTECTION			$224.46		
	S143964524.004		12/02/2025	MUNI SERVICES DEPARTMENT SUPPLIES			$66.41		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$290.87		
	420 - WATER			420.11000 (Cash)			$2,049.52		
151642	12/11/2025	Open			Accounts Payable	Rexel USA, Inc.	$11,205.18		
	Invoice		Date	Description			Amount		
	S143279936.001		12/02/2025	Studio 5000 Professional			$11,205.18		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$5,602.59		
	420 - WATER			420.11000 (Cash)			$5,602.59		
151643	12/11/2025	Open			Accounts Payable	Richard D. Jones, APLC dba Jones Mayer	$45.00		
	Invoice		Date	Description			Amount		
	136115		10/31/2025	Special Counsel Legal Services 10-31-25			$45.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$45.00		
151644	12/11/2025	Open			Accounts Payable	ROCKWELL ENGINEERING AND EQUIPMENT CO	$12,029.43		
	Invoice		Date	Description			Amount		
	170054		05/14/2025	CHOPPER PUMP			$12,029.43		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$12,029.43		
151645	12/11/2025	Open			Accounts Payable	ROMEO MEDICAL CLINIC	$2,572.00		
	Invoice		Date	Description			Amount		
	Nov 2025		11/30/2025	Romeo Medical Service November 2025			$2,572.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$651.00		
	205 - Sports Facilities			205.11000 (Cash)			$349.00		
	246 - Landscape Assessment			246.11000 (Cash)			$745.00		

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	270 - Recreation Grants			270.11000 (Cash)			$827.00		
151646	12/11/2025	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	$87,266.65		
	Invoice		Date	Description			Amount		
	3044150768		11/26/2025	3C3Z18472AA:FRD HOSE - HEATER WATER			$44.89		
	1214-01581		12/02/2025	42401 Ford F-350 Flatbed with Liftgate (VIN: REC16570)			$87,221.76		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$87,221.76		
	505 - Fleet			505.11000 (Cash)			$44.89		
151647	12/11/2025	Open			Accounts Payable	SAN JOAQUIN VALLEY	$969.04		
	Invoice		Date	Description			Amount		
	N172443		11/19/2025	FACILITY ID:N10096			$969.04		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$969.04		
151648	12/11/2025	Open			Accounts Payable	Sandis Civil Engineers Surveyors Planners	$2,217.00		
	Invoice		Date	Description			Amount		
	2510400-M		10/31/2025	SR02, 25-030 Ped Crossing @ W Christoffersen & Mckenna -10/31/25			$2,217.00		
	Paying Fund			Cash Account			Amount		
	218 - Measure L			218.11000 (Cash)			$2,217.00		
151649	12/11/2025	Open			Accounts Payable	SOUTHERN TIRE MART	$1,876.84		
	Invoice		Date	Description			Amount		
	7320020643		11/26/2025	LT225/75R16/10 TRANSFORCE HT3			$1,591.59		
	7320020644		11/26/2025	5.30-12/6 SPORT TRAIL LH			$285.25		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$1,876.84		
151650	12/11/2025	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	$165,940.00		
	Invoice		Date	Description			Amount		
	WD-0306747		11/19/2025	ANNUAL PERMIT FEES FACILITY 5C500108001 07-01-25-06-30-26			$144,790.00		
	WD-0306059		11/19/2025	ANNUAL PERMIT FEES FACILITY 5SSO11069 07/01/25-06/30/26			$21,150.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$165,940.00		
151651	12/11/2025	Open			Accounts Payable	STERICYCLE INC	$1,304.00		
	Invoice		Date	Description			Amount		
	8012787275		11/30/2025	Shred Event			$1,304.00		
	Paying Fund			Cash Account			Amount		
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			$1,304.00		
151652	12/11/2025	Open			Accounts Payable	STITCH QUEEN	$118.66		
	Invoice		Date	Description			Amount		
	1013		11/17/2025	SRWA - Supplies - Sweatshirts			$118.66		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			$118.66		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151653	12/11/2025	Open			Accounts Payable	SWRCB ACCOUNTING OFFICE	$1,500.00		
	Invoice		Date	Description			Amount		
	WD-0307558		11/19/2025	FACILITY ID:5B50NC00319 ANNUAL FEES			$1,500.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$1,500.00		
151654	12/11/2025	Open			Accounts Payable	THE MCCLATCHY COMPANY LLC	$814.86		
	Invoice		Date	Description			Amount		
	IN87774		12/01/2025	FY 2026-2027 NOFO for Public Services Grants			$814.86		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$814.86		
151655	12/11/2025	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	$5,500.00		
	Invoice		Date	Description			Amount		
	24370		11/30/2025	Consulting Services for November 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		
151656	12/11/2025	Open			Accounts Payable	TRIMAX MOWING SYSTEMS INC	$603.02		
	Invoice		Date	Description			Amount		
	INV2031472		10/21/2025	414-000-099 Roller Weldment - LocTek 120			$603.02		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$603.02		
151657	12/11/2025	Open			Accounts Payable	TURLOCK JOURNAL	$184.00		
	Invoice		Date	Description			Amount		
	407015		11/09/2025	Public Notice for 12/4/25 PC Meeting			$184.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$184.00		
151658	12/11/2025	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	$2,300,000.00		
	Invoice		Date	Description			Amount		
	DEC 2025 PAYMENT		12/01/2025	DEC 2025 PAYMENT			$1,300,000.00		
	NOV 2025 PAYMENT		12/04/2025	NOV 2025 PAYMENT			$1,000,000.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,300,000.00		
151659	12/11/2025	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	$25,078.00		
	Invoice		Date	Description			Amount		
	10-2025		10/31/2025	Street sweeping			$25,078.00		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			$22,068.64		
	246 - Landscape Assessment			246.11000 (Cash)			$3,009.36		
151660	12/11/2025	Open			Accounts Payable	TURLOCK SMOG LLC	$28.00		
	Invoice		Date	Description			Amount		
	#13296		12/01/2025	AC16-1311 SMOG			$28.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$28.00		

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From Payment Date: 12/5/2025 - To Payment Date: 12/11/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151661	12/11/2025	Open			Accounts Payable	UNITED PAVEMENT MAINTENANCE, INC.	$125,527.73		

Invoice	Date	Description	Amount
PP6/CP23-067	12/01/2025	23-067 Construction Roads CIP Projects BP1-Aug 2025	$125,527.73

Paying Fund	Cash Account	Amount
218 - Measure L	218.11000 (Cash)	$125,527.73

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151662	12/11/2025	Open			Accounts Payable	UNITED RENTAL INC	$2,724.32		

Invoice	Date	Description	Amount
255646303-002	11/21/2025	11389972 TRUCK WATER 4000-4999 GAL	$2,376.72
255646303-001	11/20/2025	11208487 SCISSOR LIFT 19' ELECTRIC	$347.60

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,724.32

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151663	12/11/2025	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	$97,837.66		

Invoice	Date	Description	Amount
53506400	11/25/2025	SODIUM HYPOCHLORITE	$17,100.89
53518779	12/02/2025	SODIUM HYPOCHLORITE	$16,581.98
53486602	11/18/2025	SODIUM BISULFITE	$7,139.35
53493423	11/19/2025	SODIUM BISULFITE	$7,060.22
53483202	11/14/2025	SODIUM BISULFITE	$7,500.11
53487054	11/18/2025	SODIUM HYPOCHLORITE	$17,336.76
53498598	11/21/2025	SODIUM HYPOCHLORITE	$16,861.09
53493422	11/21/2025	WELL 31	$403.84
53493421	11/20/2025	WELL 30	$321.64
53487045	11/18/2025	WELL 27	$178.69
53487047	11/18/2025	WELL 38	$2,698.19
53487050	11/18/2025	WELL 33	$446.72
53487052	11/18/2025	WELL 32	$482.46
53487055	11/18/2025	CORP YARD	$1,729.85
53487049	11/18/2025	WELL 37	$536.06
53483939	11/18/2025	WELL 20	$679.01
53483938	11/18/2025	KILROY TANK	$780.80

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$89,580.40
420 - WATER	420.11000 (Cash)	$8,257.26

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151664	12/11/2025	Open			Accounts Payable	VERIZON WIRELESS	$565.49		

Invoice	Date	Description	Amount
6128822724	11/18/2025	642482150-00001 Utilities Wellsites-Sim Card Oct 19-Nov 18 2025	$565.49

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$565.49

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151665	12/11/2025	Open			Accounts Payable	Vestis Group Inc DBA Vestis Services LLC	$1,110.94		

Invoice	Date	Description	Amount
27602061	11/05/2025	SRWA - Jackets MJ	$166.54
27617388	11/11/2025	CUSTOM EMBLEM NORTH FACE APEX JKT	$370.28
27643360	11/20/2025	NORTH FACE JACKETS	$574.12

Paying Fund	Cash Account	Amount

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From Payment Date: 12/5/2025 - To Payment Date: 12/11/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$944.40		
	450 - SRWA - Operations			450.11000 (Cash)			$166.54		
151666	12/11/2025	Open			Accounts Payable	WALKER ASSOC INC, LARRY	$12,179.50		
	Invoice		Date	Description			Amount		
	00339.11-4		11/14/2025	OWOW GROUP MEMBERSHIP AND ORDERING THROUGH 10/31/2025			$427.50		
	00339.15-4		11/14/2025	NPDES Permit Compliance Services THROUGH 10/31/2025			$11,752.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$427.50		
	420 - WATER			420.11000 (Cash)			$11,752.00		
151667	12/11/2025	Open			Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	$5,668.36		
	Invoice		Date	Description			Amount		
	1229609		11/10/2025	WISG Property Insurance - Add Columbia Pool			$2,041.92		
	1235464		12/01/2025	2025 Christmas Parade			$2,957.44		
	1229790		11/12/2025	Add Unit #42503, 2025 Peterbilt VIN: 66510			$734.00		
	1230345		11/25/2025	Remove FR99-268			($65.00)		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,976.92		
	120 - Tourism			120.11000 (Cash)			$2,957.44		
	217 - Streets - Gas Tax			217.11000 (Cash)			$293.60		
	246 - Landscape Assessment			246.11000 (Cash)			$220.20		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$220.20		
151668	12/11/2025	Open			Accounts Payable	Jimenez, Amaranta	$750.00		
	Invoice		Date	Description			Amount		
	FY25/26 EDUC-AJ		12/04/2025	FY25/26 TAPO EDUCATION REIMBURSEMENT			$750.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$750.00		
151669	12/11/2025	Open			Accounts Payable	MORRIS, WILLIAM, D	$630.00		
	Invoice		Date	Description			Amount		
	Prof Dev FY25/26		12/08/2025	Professional Development FY 25/26			$630.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$630.00		
151670	12/11/2025	Voided	INCORRECT ENTRY	12/12/2025	Accounts Payable	Renteria, Kelly, Kathleen	$1,524.17		
	Invoice		Date	Description			Amount		
	TR5206 Per Diem		11/17/2025	Training Reimbursement - CMC Series 400			$1,524.17		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,524.17		
151671	12/11/2025	Open			Accounts Payable	Suarez, Imelda	$70.00		
	Invoice		Date	Description			Amount		
	TR 5228 Per Diem		11/21/2025	Prisoner Extradition, Rockwall, TX			$70.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$70.00		
151672	12/11/2025	Open			Accounts Payable	Ulrich, Matthew	$70.00		
	Invoice		Date	Description			Amount		
	TR 5228 Per Diem		11/21/2025	Prisoner Extradition, Rockwall, TX			$70.00		

Payment Register

From Payment Date: 12/5/2025 - To Payment Date: 12/11/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$70.00			

Type Check Totals: 98 Transactions $3,820,249.59
AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	$3,816,821.92	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	2	$3,427.67	$0.00
	Stopped	0	$0.00	$0.00
	Total	98	$3,820,249.59	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	$3,816,821.92	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	2	$3,427.67	$0.00
	Stopped	0	$0.00	$0.00
	Total	98	$3,820,249.59	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**96**	**$3,816,821.92**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**2**	**$3,427.67**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**98**	**$3,820,249.59**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**96**	**$3,816,821.92**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**2**	**$3,427.67**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**98**	**$3,820,249.59**	**$0.00**

Payment Register

From Payment Date: 12/12/2025 - To Payment Date: 1/1/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
151673	12/15/2025	Open			Utility Management Refund	BADALIAN, ANABELLA	$517.00		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	814830-004	MOVE OUT CREDIT	12/15/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$517.00

151674	12/15/2025	Open			Utility Management Refund	DENLINGER, CHRISTOPHER	$173.74		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	760153-006	MOVE OUT CREDIT	12/15/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$173.74

151675	12/15/2025	Open			Utility Management Refund	JONES, HIDIE	$370.34		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	406406-009	MOVE OUT CREDIT	12/15/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$370.34

151676	12/15/2025	Open			Utility Management Refund	MONTOYA , FRED	$536.00		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	188468-005	MOVE OUT CREDIT	12/15/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$536.00

151677	12/15/2025	Open			Utility Management Refund	SAXTON , PAMELA	$262.24		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	675539-010	MOVE OUT CREDIT	12/15/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$262.24

151678	12/15/2025	Open			Utility Management Refund	STRINGFELLOW, PATRICIA	$176.98		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	673447-004	MOVE OUT CREDIT	12/15/2025	Refund

Paying Fund	Cash Account	Amount
119 - American Rescue Plan Act	119.11000 (Cash)	$1.44
420 - WATER	420.11000 (Cash)	$175.54

151679	12/15/2025	Open			Utility Management Refund	WASSON, CAILA	$33.74		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	853062-007	MOVE OUT CREDIT	12/15/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$33.74

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From Payment Date: 12/12/2025 - To Payment Date: 1/1/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151680	12/16/2025	Open			Utility Management Refund	CAKOU, MARY	$1,759.90		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	173916-008	ADJUSTMENT FOR MANUEL READ ERROR	12/16/2025	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$1,759.90

151681	12/18/2025	Open			Accounts Payable	A & P CONSTRUCTION	$38,764.75		

Invoice	Date	Description	Amount
114	11/15/2025	City Project Construction Agreement- 2065 Cody Ct.- 90% Progress	$30,264.75
115	12/12/2025	City Project Construction Agreement- 2065 Cody Ct.- CO#5	$2,950.00
116	12/12/2025	City Project Construction Agreement- 2065 Cody Ct.	$5,550.00

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$20,337.36
260 - PLHA-PermanentLocalHousingAlloc	260.11000 (Cash)	$18,427.39

151682	12/18/2025	Open			Accounts Payable	A-Z BUS SALES INC	$198.05		

Invoice	Date	Description	Amount
INVSAC41228	12/05/2025	3300003 FAN-5 BLADE FAN W/MTG	$198.05

Paying Fund	Cash Account	Amount
505 - Fleet	505.11000 (Cash)	$198.05

151683	12/18/2025	Open			Accounts Payable	ALL STAR TROPHY & SIGN LLC	$166.20		

Invoice	Date	Description	Amount
1455	12/09/2025	2025 HLT Winner Yard signs	$166.20

Paying Fund	Cash Account	Amount
120 - Tourism	120.11000 (Cash)	$166.20

151684	12/18/2025	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	$624.47		

Invoice	Date	Description	Amount
INV9265	12/01/2025	ALLEGIANCE - JANITORIAL SUPPLIES	$298.59
INV9266	12/01/2025	ALLEGIANCE - JANITORIAL SUPPLIES	$325.88

Paying Fund	Cash Account	Amount
505 - Fleet	505.11000 (Cash)	$624.47

151685	12/18/2025	Open			Accounts Payable	ALTA Language Services, Inc.	$345.00		

Invoice	Date	Description	Amount
IS818802	11/30/2025	Alta September 2025 Invoice	$138.00
IS814050	10/31/2025	Alta October 2025 Invoice	$207.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$276.00
426 - Transit	426.11000 (Cash)	$69.00

151686	12/18/2025	Open			Accounts Payable	AMERINATN'L COMM SERVICE	$1,164.72		

Invoice	Date	Description	Amount
LPM-25-002370	11/30/2025	Loan Service Provider FY 2025-26- November 2025	$1,164.72

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$1,164.72

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From Payment Date: 12/12/2025 - To Payment Date: 1/1/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151687	12/18/2025	Open			Accounts Payable	ARMS UNLIMITED INC	$20,680.00		
	Invoice		Date	Description			Amount		
	AU30234		11/19/2025	20 COLT CARBINE RIFLES WITH 14.5" BARRELS			$20,680.00		
	Paying Fund			Cash Account			Amount		
	116 - Special Public Safety			116.11000 (Cash)			$20,680.00		
151688	12/18/2025	Open			Accounts Payable	AT&T MOBILITY	$5,012.69		
	Invoice		Date	Description			Amount		
	6865X11272025		11/19/2025	POLICE OCT 20 - NOV 19 2025			$2,742.89		
	385X12042025		11/26/2025	SRWA Industrial Data & Alarm November 2025			$117.62		
	4173X11272025		11/27/2025	Municipal Services - AT&T Phone Services			$1,011.60		
	5677X11272025		11/27/2025	Municipal Services - AT&T Phone Services			$1,140.58		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,742.89		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,602.43		
	420 - WATER			420.11000 (Cash)			$535.06		
	450 - SRWA - Operations			450.11000 (Cash)			$132.31		
151689	12/18/2025	Open			Accounts Payable	AT&T/SBC	$31.54		
	Invoice		Date	Description			Amount		
	PD 12/7/25		12/07/2025	Acct# 234 371-3447 543 0/ Police Dept			$31.54		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$31.54		
151690	12/18/2025	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	$16,903.43		
	Invoice		Date	Description			Amount		
	770488		09/30/2025	Legal Services September 2025			$16,903.43		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$16,903.43		
151691	12/18/2025	Open			Accounts Payable	AutoZone Stores LLC	$195.51		
	Invoice		Date	Description			Amount		
	05701936709		12/10/2025	NOCO / Battery Booster/Jump Starter Pack			$195.51		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$195.51		
151692	12/18/2025	Open			Accounts Payable	B & F Denis, Inc. DBA Denis RV Center	$3,490.50		
	Invoice		Date	Description			Amount		
	23218		12/11/2025	POL09-1289 C5500 COMMAND VEHICLE 32' New Dometic 9100 Series Awn			$3,490.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$3,490.50		
151693	12/18/2025	Open			Accounts Payable	BARTON OVERHEAD DOOR INC	$2,426.00		
	Invoice		Date	Description			Amount		
	018233		11/19/2025	ST#33 - TROLLEY OPER			$2,426.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,426.00		
151694	12/18/2025	Open			Accounts Payable	BICSEC SECURITY INC	$3,411.41		
	Invoice		Date	Description			Amount		
	234394		11/07/2025	SERVICE CALL W/ BATTERY REPLACEMENT - TRAINING FACILITY			$160.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	234392		11/07/2025	SERVICE CALL - STORAGE ROOM (TRAINING FACILITY)			$115.00			
	233354		10/27/2025	SERVICE CALL - CITY HALL - DOUBLE CHECK SYSTEM			$115.00			
	234431		11/19/2025	SERVICE CALL W/ ROLL UP DOOR CONTACTS - CNG BUS MAINT. BLDG -			$550.00			
	234391		11/07/2025	SERVICE CALL- CNG BUS MAINT. BLDG- CHECK TIMER TEST			$115.00			
	233350		10/27/2025	SERVICE CALL - PARKS MAINT. SHOP - CHECK TIMER TEST			$115.00			
	235438		12/01/2025	PSF BLDG- UL Cert. & Fire Inspections; 1/01-1/31/2026			$241.66			
	235162		12/01/2025	TRAINING FACILITY - MISC. MONITORING 1/1-1/31/2026			$542.75			
	234787		12/01/2025	PARKS, REC & PFM; COMMERCIAL MONITORING: 1/01 - 1/31/2026			$36.00			
	234801		12/01/2025	BUS SHOP; COMMERCIAL MONITORING: 1/01 - 1/31/2026			$36.00			
	234783		12/01/2025	PAINT SHOP; COMMERCIAL MONITORING: 1/01 - 1/31/2026			$36.00			
	234782		12/01/2025	UTILITIES MAINT.; COMMERCIAL MONITORING: 1/1 - 1/31/2026			$36.00			
	234777		12/01/2025	FLEET; COMMERCIAL MONITORING: 1/01 - 1/31/2026			$36.00			
	234772		12/01/2025	PEDRETTI SHOP; COMMERCIAL MONITORING 1/1 - 1/31/2026			$36.00			
	234722		12/01/2025	ASSESSMENT BLDG; FIRE MONITORING: 1/01 - 1/31/2026			$263.00			
	234721		12/01/2025	ASSESSMENT BLDG; COMMERCIAL MONITORING: 1/01 - 1/31/2026			$36.00			
	234550		12/01/2025	SWITCH GEAR FIRE MONITORING: 1/01 - 1/31/2026			$120.00			
	234549		12/01/2025	CITY HALL; COMMERCIAL & FIRE MONITORING: 1/01 - 1/31/2026			$195.00			
	234548		12/01/2025	CHLORINE BLDG- FIRE MONITORING; 1/01 - 1/31/2026			$161.25			
	234546		12/01/2025	TRANSIT CENTER; COMMERCIAL MONITORING; 1/01 - 1/31/2026			$20.00			
	234501		12/01/2025	TRANSIT CENTER; FIRE MONITORING; 1/01 - 1/31/2026			$186.25			
	234544		12/01/2025	FIRE STATION FIRE MONITORING: 1/01 - 1/31/2026			$121.25			
	234540		12/01/2025	CNG BLDG FIRE MONITORING: 1/1 - 1/31/2026			$138.25			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$1,526.66			
	205 - Sports Facilities			205.11000 (Cash)			$36.00			
	217 - Streets - Gas Tax			217.11000 (Cash)			$151.00			
	246 - Landscape Assessment			246.11000 (Cash)			$299.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$281.25			
	420 - WATER			420.11000 (Cash)			$36.00			
	426 - Transit			426.11000 (Cash)			$1,045.50			
	505 - Fleet			505.11000 (Cash)			$36.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151695	12/18/2025	Open			Accounts Payable	Blair, Church & Flynn Consulting Engineers, Inc.	$511.25		

Invoice	Date	Description	Amount
85428	09/30/2025	SR04, 25-059 Rehabilitation of Tully Road Manholes-9/30/25	$511.25

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$511.25

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151696	12/18/2025	Open			Accounts Payable	BLUETRITON BRANDS INC	$2,485.30		

Invoice	Date	Description	Amount
15k0033242330	11/08/2025	5 GALLON DRINKING WATER AND CUPS FOR 701 S. WALNUT	$138.15
15i0033242330	09/09/2025	5 GALLON DRINKING WATER AND CUPS FOR 701 S. WALNUT	$487.03
15L0033258518	12/09/2025	5 Gallon water WATER RESOURCE BUILDING 11/07/2025-12/06/2025	$200.28
15L0033242389	12/09/2025	5 Gallon water WASTE MGMT WATER TREATMENT 11/07/25-12/06/25	$485.93
15L0033242363	12/09/2025	5 Gallon Nestle drinking water UTILITIES 11/07/2025-12/06/2025	$102.75
15L0033309543	12/09/2025	5 GALLON DRINKING WATER CUPS FOR 701 S. WALNUT 11/07/25-12/09/25	$782.86
15k0033242397	11/29/2025	5 GALLON NESTLE DRINKING WATER ELECTRICAL MAINT10/27/25-11/26/25	$106.26
15J0033242397	10/29/2025	5 GALLON NESTLE DRINKING WATER ELECTRICAL MAINT09/27/25-10/26/25	$139.24
15l0033242330	12/09/2025	5 GALLON DRINKING WATER AND CUPS FOR 701 S. WALNUT	$42.80

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$391.44
217 - Streets - Gas Tax	217.11000 (Cash)	$195.71
246 - Landscape Assessment	246.11000 (Cash)	$195.71
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$517.22
420 - WATER	420.11000 (Cash)	$517.24
505 - Fleet	505.11000 (Cash)	$667.98

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151697	12/18/2025	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	$1,313.63		

Invoice	Date	Description	Amount
283222	12/08/2025	23140713 F-(S)CABLE	$16.36
283260	12/09/2025	85579398 (S) MOUNT 12630282 (S)VALVE	$558.85
283302	12/11/2025	86573500 (S)PAD KIT	$507.98
283352	12/15/2025	84583941 BUCKLE KIT	$169.00
283342	12/15/2025	85616982 hose	$61.44

Paying Fund	Cash Account	Amount
505 - Fleet	505.11000 (Cash)	$1,313.63

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151698	12/18/2025	Open			Accounts Payable	BSK & ASSOCIATES	$1,243.50		

Invoice	Date	Description	Amount
0111580	11/30/2025	SR06, 21-043 John Lazar Park	$1,243.50

Paying Fund	Cash Account	Amount
228 - Park Development Tax	228.11000 (Cash)	$1,243.50

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151699	12/18/2025	Open			Accounts Payable	BUREAU VERITAS NO AMERICA	$31,385.72		

Invoice	Date	Description	Amount
RI 25044752	10/10/2025	PLAN REVIEW SERVICES FOR BP#24-0555	$261.00
RI 25044968	10/14/2025	PLAN REVIEW SERVICES FOR BP#25-0529	$600.00
RI 25045245	10/17/2025	ONSITE PLAN REVIEW	$240.00
RI 25045246	10/17/2025	PLAN REVIEW SERVICES FOR BP#25-1047	$1,849.40
RI 25049388	11/06/2025	PLAN REVIEW SERVICES FOR BP#25-0733	$160.50
RI 25049801	11/12/2025	PLAN REVIEW SERVICES FOR BP#25-1220	$813.00
RI 25050035	11/14/2025	PLAN REVIEW SERVICES FOR BP#25-1192	$2,796.02
RI 25050036	11/14/2025	PLAN REVIEW SERVICES FOR BP#25-1243	$2,220.86
RI 25050037	11/14/2025	PLAN REVIEW SERVICES FOR BP#25-1247	$2,210.94
RI 25050038	11/14/2025	PLAN REVIEW SERVICES FOR BP#25-1291	$8,750.00
RI 25053824	12/02/2025	PLAN REVIEW SERVICES FOR BP#25-0027	$180.00
RI 25045244	10/17/2025	CBO SERVICES SEPT 2025	$11,304.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$31,385.72

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151700	12/18/2025	Open			Accounts Payable	CA BLDG STANDARDS COMMS	$19,257.64		

Invoice	Date	Description	Amount
1/1-11/30 2025	12/04/2025	BSASRF PAYMENT 1/1-11/30 2025	$19,257.64

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$19,257.64

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151701	12/18/2025	Open			Accounts Payable	CAROLLO ENGINEERS	$2,067.63		

Invoice	Date	Description	Amount
FB75304	12/08/2025	PROF SVS THROUGH 11/30/25	$2,067.63

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$2,067.63

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151702	12/18/2025	Open			Accounts Payable	CDW LLC	$2,324.36		

Invoice	Date	Description	Amount
AG8P11E	11/11/2025	HP Printer and Drawer - PD	$222.64
AG97K9X	11/21/2025	Surface Pro 5G	$2,101.72

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$222.64
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,050.87
420 - WATER	420.11000 (Cash)	$1,050.85

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151703	12/18/2025	Open			Accounts Payable	CENTRAL SANITARY SUPPLY LLC dba BRADY INDUSTRIES	$1,114.43		

Invoice	Date	Description	Amount
10908330	11/19/2025	JANITORIAL PAPER & CLEANING SUPPLIES	$70.47
10908333	11/19/2025	JANITORIAL PAPER & CLEANING SUPPLIES	$1,382.92
10750804-1	09/26/2025	JANITORIAL PAPER & CLEANING SUPPLIES	($953.24)
10955421	12/03/2025	JANITORIAL PAPER & CLEANING SUPPLIES	$614.28

Paying Fund	Cash Account	Amount
505 - Fleet	505.11000 (Cash)	$1,114.43

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151704	12/18/2025	Voided	DUPLICATE ENTRY	12/19/2025	Accounts Payable	CENTRAL VALLEY CONCRETE	$582.00		

Invoice	Date	Description	Amount
28551	12/03/2025	RECYCLED AB	$582.00

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
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$582.00		
151705	12/18/2025	Open			Accounts Payable	CENTRALSQUARE TECHNOLOGIES, LLC	$5,330.00		
	Invoice		Date	Description			Amount		
	451427		11/17/2025	ENTERNAL INTERFACE			$5,330.00		
	Paying Fund			Cash Account			Amount		
	116 - Special Public Safety			116.11000 (Cash)			$5,330.00		
151706	12/18/2025	Open			Accounts Payable	CHAMPION INDUSTRIAL	$9,605.98		
	Invoice		Date	Description			Amount		
	85528		10/22/2025	SERVICE CALL - FIRE STATION #31- INSTALL FAN MOTOR 9/17/25			$1,084.50		
	85252		09/29/2025	SERVICE CALL- FIRE STATION #31; UNIT #3 REPAIRS 9/16/2025			$1,228.00		
	85684		11/03/2025	SERVICE CALL- PSF- NO A/C 10/24/2025			$742.39		
	85822		11/18/2025	SERVICE CALL - PSF - BOILER #2 REPAIRS - 11/05/2025			$4,780.00		
	85674		10/31/2025	SERVICE CALL - FLEET SHOP - A/C NOT WORKING - 10/09/2025			$1,771.09		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$7,834.89		
	505 - Fleet			505.11000 (Cash)			$1,771.09		
151707	12/18/2025	Open			Accounts Payable	CHARTER COMMUNICATIONS	$312.98		
	Invoice		Date	Description			Amount		
	170075101120725		12/07/2025	170075101 / CITY HALL (TV Service) 156 S Broadway #112			$312.98		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$61.05		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$39.25		
	420 - WATER			420.11000 (Cash)			$39.26		
	501 - Information Technology			501.11000 (Cash)			$173.42		
151708	12/18/2025	Open			Accounts Payable	CHRISTMAS FUND	$583.00		
	Invoice		Date	Description			Amount		
	1/1/21-6/30/21		12/18/2025	XMAS FAM - Christmas Family Charitable Cont*			$583.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$583.00		
151709	12/18/2025	Open			Accounts Payable	CINCINNATI LIFE INS INC	$459.74		
	Invoice		Date	Description			Amount		
	4010505251		12/12/2025	NOVEMBER 2025 PREMIUMS			$459.74		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$459.74		
151710	12/18/2025	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	$1,559.21		
	Invoice		Date	Description			Amount		
	5304401208		11/21/2025	First Aid & Safety Supplies Management			$427.98		
	5304423101		11/21/2025	First Aid & Safety Supplies Management			$696.39		
	5307723903		12/12/2025	First Aid & Safety Supplies Management			$103.05		
	5307697906		12/12/2025	First Aid & Safety Supplies Management			$305.76		
	5307723906		12/12/2025	First Aid & Safety Supplies Management			$26.03		

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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)			$563.09		
	420 - WATER			420.11000 (Cash)			$147.23		
	426 - Transit			426.11000 (Cash)			$848.89		
151711	12/18/2025	Open			Accounts Payable	CITY OF MODESTO	$15,228.92		
	Invoice		Date	Description			Amount		
	163491		10/30/2025	FLEET MAINTENANCE SEPT 2025			$5,158.85		
	165014		12/10/2025	FLEET MAINTENANCE JULY 2025			$10,070.07		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$15,228.92		
151712	12/18/2025	Open			Accounts Payable	CRIME GUARD INC	$6,120.00		
	Invoice		Date	Description			Amount		
	28836		12/05/2025	LIVE MONITORING; DONNELLY PARK; 11/01-11/30/2025			$840.00		
	28835		12/05/2025	LIVE MONITORING; DENAIR PARK; 11/01-11/30/2025			$840.00		
	28834		01/20/2025	LIVE MONITORING; CORP YARD; 11/01-11/30/2025			$1,080.00		
	28832		12/05/2025	LIVE MONITORING; CENTRAL PARK; 11/01-11/30/2025			$1,680.00		
	28831		12/05/2025	LIVE MONITORING; BROADWAY PARK; 11/01-11/30/2025			$840.00		
	28833		12/05/2025	LIVE MONITORING; COLUMBIA PARK; 11/01-11/30/2025			$840.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$6,120.00		
151713	12/18/2025	Open			Accounts Payable	CRITICAL REACH INC	$1,195.00		
	Invoice		Date	Description			Amount		
	4931		12/05/2025	2026 APBNET ANNUAL SUPPORT FEE			$1,195.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,195.00		
151714	12/18/2025	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	$1,634.65		
	Invoice		Date	Description			Amount		
	0000056860		11/26/2025	SERVICE /LABOR FOR LOCK CHANGE AND A POWER TRANSFER HINGE			$1,634.65		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,634.65		
151715	12/18/2025	Open			Accounts Payable	DELL MARKETING LP	$6,805.35		
	Invoice		Date	Description			Amount		
	10842191910		10/17/2025	Dell 6 in 1 USB C Multiport Adapter			$54.30		
	10840999556		10/10/2025	Dell 1 P2725D and 2 P2425H			$663.06		
	10833510038		08/29/2025	Dell Pro Plus Keyboard and Mouse			$433.79		
	10826721447		07/23/2025	Dell Workstation: Keyboard Combo, 24 Monitor, Micro			$1,427.75		
	10818969728		06/09/2025	Computer			$1,933.58		
	10843888277		10/28/2025	Dell Pro 24 Monitor			$196.44		
	10840999548		10/10/2025	Computer			$1,215.41		
	10840999564		10/10/2025	Dell Pro 24 Plus Monitor			$881.02		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$4,280.75		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	246 - Landscape Assessment			246.11000 (Cash)			$1,427.75		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$663.06		
	501 - Information Technology			501.11000 (Cash)			$433.79		
151716	12/18/2025	Open			Accounts Payable	DEPARTMENT OF MOTOR VEHICLES	$27.00		
	Invoice		Date	Description			Amount		
	OP19-623 PLATES		12/12/2025	OP19-623 LICENSE PLATE REPLACEMENT - WQC			$27.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$27.00		
151717	12/18/2025	Open			Accounts Payable	DEPT OF CONSERVATION	$12,801.46		
	Invoice		Date	Description			Amount		
	7/1/-11/30 2025		12/04/2025	SMIP PAYMENT 7/1/-11/30 2025			$12,801.46		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$12,801.46		
151718	12/18/2025	Open			Accounts Payable	Dirt Dynasty, Inc.	$48,297.52		
	Invoice		Date	Description			Amount		
	P1/CP23-069		12/05/2025	23-069 Construction for Roads CIP-Oct 2025			$48,297.52		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$48,297.52		
151719	12/18/2025	Open			Accounts Payable	DOCUSCRIPT, LLC	$97.34		
	Invoice		Date	Description			Amount		
	2990		12/01/2025	TRANSCRIPTION SERVICES FOR NOVEMBER 2025			$97.34		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$97.34		
151720	12/18/2025	Open			Accounts Payable	EAST SAN JOAQUIN WATER QUALITY COALITION	$357.50		
	Invoice		Date	Description			Amount		
	2026 DUES		10/30/2025	2026 MEMBERSHIP AND SUPPLEMENTAL FEES FOR NITRATE CONTROL PRORAM			$357.50		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$357.50		
151721	12/18/2025	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	$939.66		
	Invoice		Date	Description			Amount		
	S6606083.001		12/05/2025	B-LINE - ELECTRICAL SUPPLIES			$149.33		
	S6608043.001		12/08/2025	SAT BYPASS - ELECTRICAL SUPPLIES			$291.28		
	S6607160.001		12/08/2025	ADDER BLOCK - ELECTRICAL SUPPLIES			$237.36		
	S6605226.001		12/04/2025	2PRT CLR CONN / KNEELING MAT			$261.69		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$261.69		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$677.97		
151722	12/18/2025	Open			Accounts Payable	EKI Environment & Water Inc.	$61,177.30		
	Invoice		Date	Description			Amount		
	C50010.00-03		12/15/2025	Professional Services rendered Through 11/30/2025			$61,177.30		
	Paying Fund			Cash Account			Amount		
	423 - PCE Downtown (Prop 1 Grant)			423.11000 (Cash)			$61,177.30		

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151723	12/18/2025	Open			Accounts Payable	EMPLOYEE COMMUNITY CRISIS	$227.00		
	Invoice		Date	Description			Amount		
	1/1/21-6/30/21		12/18/2025	COMM CRIS - Community Charity Charitable Con*			$227.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$227.00		
151724	12/18/2025	Open			Accounts Payable	EMPLOYMENT DEVELOP DEPT	$80.00		
	Invoice		Date	Description			Amount		
	120625GONZALEZ		12/12/2025	12062025 PAYROLL WITHHOLDING			$40.00		
	122025GONZALEZ		12/12/2025	12202025 PAYROLL WITHHOLDING			$40.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$80.00		
151725	12/18/2025	Open			Accounts Payable	EQUIFAX	$467.16		
	Invoice		Date	Description			Amount		
	2068496577		10/31/2025	October 2025 Services			$201.64		
	2069102278		11/30/2025	November 2025 Services			$265.52		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$467.16		
151726	12/18/2025	Open			Accounts Payable	FASTENAL COMPANY INC	$1,647.09		
	Invoice		Date	Description			Amount		
	CATUR202133		12/01/2025	1 1 1 0 7/8"x1/2"135S&D Dr			$189.96		
	CATUR202132		12/01/2025	3 10 10 0 1/2x3/8PipeConnector			$129.98		
	catur201834		11/21/2025	SHIPPING & RECEIVING GENERAL SUPPLIES			$1,008.19		
	CATUR202197		12/03/2025	SHIPPING & RECEIVING GENERAL SUPPLIES			$101.52		
	CATUR202334		12/15/2025	10 10 0 #6 7/8-5/16x5/16MHCS			$71.62		
	CATUR202510		12/15/2025	1 5 5 0 BINV MELBW 3/8TX1/4F			$145.82		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$1,647.09		
151727	12/18/2025	Open			Accounts Payable	FEDERAL EXPRESS	$122.85		
	Invoice		Date	Description			Amount		
	9-101-20607		12/12/2025	SHIPPING CHARGES FOR 12/12/25			$122.85		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$122.85		
151728	12/18/2025	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	$20,832.00		
	Invoice		Date	Description			Amount		
	6818		12/08/2025	Unarmed Security Services for Transit Center November 2025			$20,832.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$20,832.00		
151729	12/18/2025	Open			Accounts Payable	GILLIG LLC	$1,135.89		
	Invoice		Date	Description			Amount		
	41382804		12/09/2025	51-22937-002 PRESS,STARTER	5 EA SWITCH,FUEL		$628.78		
	41382803		12/09/2025	51-79285-000 AIR OIL FUEL	4 EA PSW 004R PSI CO, H4 CC		$492.07		
	41383823		12/11/2025	82-68630-000	5 EA O-RING,SMALL		$15.04		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$1,135.89		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151730	12/18/2025	Open			Accounts Payable	GOMES PROPANE	$142.44		

Invoice	Date	Description	Amount
13009	11/19/2025	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT	$44.11
13006	11/10/2025	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT	$53.54
13002	11/04/2025	PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT	$44.79

Paying Fund	Cash Account	Amount
219 - SB1 Road Maint & Rehab Account	219.11000 (Cash)	$142.44

151731	12/18/2025	Open			Accounts Payable	GRAINGER INC, W W	$6,104.34		

Invoice	Date	Description	Amount
9737347212	12/09/2025	VAV THERMOSTAT	$1,746.89
9738494153	12/10/2025	OPEN WIRING BASE CDE SERIES	$306.74
9735263585	12/08/2025	TUBE STROBE FOR FAST FILL	$118.88
9732058491	12/04/2025	PORTABLE AIR COMPRESSOR	$1,352.92
9733237904	12/05/2025	REPLACEMENT CHECKLIST BOOK	$268.07
9733237912	12/05/2025	COMBINATION WRENCH POLYTHYLENE	$1,533.87
9733920087	12/05/2025	IMPACT SOCKETS	$776.97

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$5,985.46
505 - Fleet	505.11000 (Cash)	$118.88

151732	12/18/2025	Open			Accounts Payable	GREEN HORIZON INC	$560.00		

Invoice	Date	Description	Amount
48874	12/01/2025	Landscape Services-2065 Cody Ct., November 2025 Services	$165.00
48873	12/01/2025	Landscape Services- 1827 Shadow Park, November 2025 Services	$130.00
48872	12/01/2025	Landscape Services-570 Jason Dr., November 2025 Services	$100.00
48875	12/01/2025	Landscape Services-573 Birchwood Way, November 2025 Services	$165.00

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$560.00

151733	12/18/2025	Open			Accounts Payable	Guarantee Janitorial Service	$7,264.21		

Invoice	Date	Description	Amount
3087	12/08/2025	Bus Stop Cleaning and Waste Removal	$7,264.21

Paying Fund	Cash Account	Amount
426 - Transit	426.11000 (Cash)	$7,264.21

151734	12/18/2025	Open			Accounts Payable	HCI SYSTEMS, INC	$800.00		

Invoice	Date	Description	Amount
I0123110	07/08/2025	6/23/2025 SEMI ANNUAL SUPPRESSSIION INSPECTION AT PSF	$800.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$800.00

151735	12/18/2025	Open			Accounts Payable	HILMAR LUMBER INC	$201.58		

Invoice	Date	Description	Amount
756620	12/10/2025	GALV NIPPLE/ BELL REDUCER/ CLIP VINYL COATED	$110.41
756739	12/11/2025	NC NUT/ DG ELBW / TIE DOWN/ FLASH LIGHT LED	$91.17

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
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$201.58		
151736	12/18/2025	Open			Accounts Payable	Hinderliter, de Llamas and Associates	$625.00		
	Invoice		Date	Description			Amount		
	SIN056853		11/30/2025	Cannabis Management Program - November 2025 Services			$625.00		
	Paying Fund			Cash Account			Amount		
	117 - Cannabis			117.11000 (Cash)			$625.00		
151737	12/18/2025	Open			Accounts Payable	HOLT OF CALIFORNIA INC	$3,579.19		
	Invoice		Date	Description			Amount		
	K6073901		11/20/2025	RAMMER MEDIUM COMPACTOR			$3,579.19		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,789.59		
	217 - Streets - Gas Tax			217.11000 (Cash)			$1,789.60		
151738	12/18/2025	Open			Accounts Payable	HSI MECHANICAL INC	$920.00		
	Invoice		Date	Description			Amount		
	19791		12/15/2025	CL20-860 HSI TO PROVIDE LABOR TO REPAIR DAMAGED KEYWAY			$920.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$920.00		
151739	12/18/2025	Open			Accounts Payable	ICC Codification, Inc. dba General Code,LLC	$1,903.50		
	Invoice		Date	Description			Amount		
	PG000044313		11/26/2025	Submission of pages			$1,903.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,903.50		
151740	12/18/2025	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	$587.14		
	Invoice		Date	Description			Amount		
	39936120		12/05/2025	SHIPPING & RECEIVING GENERAL SUPPLIES			$268.46		
	39903772		12/03/2025	SHIPPING & RECEIVING GENERAL SUPPLIES			$318.68		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$587.14		
151741	12/18/2025	Open			Accounts Payable	JARVIS FAY LLP	$962.50		
	Invoice		Date	Description			Amount		
	21025		10/31/2025	SPECIAL COUNSEL SERVICES General Legal Advice-Oct 2025			$962.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$962.50		
151742	12/18/2025	Open			Accounts Payable	Jocelyn E. Roland Ph.D., ABPP, INC	$1,500.00		
	Invoice		Date	Description			Amount		
	24540		11/26/2025	PRE-EMPLOYMENT PSYCH SCREENING			$500.00		
	24528		11/26/2025	CONTRACT DECEMBER 2025			$1,000.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,500.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151743	12/18/2025	Open			Accounts Payable	John Deere Financial,f.s.b. DBA: Multi-Use Account	$132.71		

Invoice	Date	Description	Amount
1146964	11/13/2025	1.00 0.00 AM141182 BRAKE PAD	$106.31
1149744	12/04/2025	1.00 0.00 ET15562 Extension Spring	$26.40

Paying Fund	Cash Account	Amount
505 - Fleet	505.11000 (Cash)	$132.71

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151744	12/18/2025	Open			Accounts Payable	JOHNSON CONTROLS INC	$2,447.00		

Invoice	Date	Description	Amount
1-136769757045	11/14/2025	PSF SYSTEM EVALUATION- CONTROLS OPERATIONS/ROOFTOP EQUIPMENT	$2,447.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$2,447.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151745	12/18/2025	Open			Accounts Payable	JULIAN TREE CARE INC.	$50,320.00		

Invoice	Date	Description	Amount
12282-I	11/25/2025	CITY TREE TRIMMING; 11/3 - 11/7/2025	$17,680.00
12283-I	11/25/2025	CITY TREE TRIMMING; 11/12 - 11/14/2025	$14,280.00
12286-I	11/25/2025	CITY TREE TRIMMING; 11/17 - 11/21/2025	$18,360.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$5,950.00
205 - Sports Facilities	205.11000 (Cash)	$6,800.00
217 - Streets - Gas Tax	217.11000 (Cash)	$10,500.00
246 - Landscape Assessment	246.11000 (Cash)	$3,100.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$23,970.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151746	12/18/2025	Open			Accounts Payable	KNOX COMPANY	$721.00		

Invoice	Date	Description	Amount
INV-KA-474083	12/10/2025	KNOX CONNECT	$721.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$721.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151747	12/18/2025	Open			Accounts Payable	LANGUAGE LINE SERVICES	$14.64		

Invoice	Date	Description	Amount
11771688	11/30/2025	Acct #9020101104 - Translation services for Police Department	$14.64

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$14.64

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151748	12/18/2025	Open			Accounts Payable	Lhoist North America of Arizona, Inc.	$9,574.39		

Invoice	Date	Description	Amount
1102524328	12/05/2025	SRWA SUPPLY AND DELIVERY OF Hydrated Lime 10.30.25	$9,574.39

Paying Fund	Cash Account	Amount
450 - SRWA - Operations	450.11000 (Cash)	$9,574.39

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151749	12/18/2025	Open			Accounts Payable	Life-Assist, Inc	$1,203.89		

Invoice	Date	Description	Amount
2012746	11/06/2025	SUPRAGLOTTIC AIRWAY	$1,203.89

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,203.89

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151750	12/18/2025	Open			Accounts Payable	MALLORY CO FIRE	$1,900.81		

Invoice	Date	Description	Amount
6300372	11/16/2025	CALIBRATION/DOCK STATON CONNECTION TO COMPUTER DEMAND FLOW REGUL	$1,900.81

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,900.81

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151751	12/18/2025	Open			Accounts Payable	Mark Thomas & Company, Inc.	$45,742.27		

Invoice	Date	Description	Amount
57848	11/21/2025	23-067 Design Task Order 3 Roads CIP-Oct 2025	$8,343.41
57530	10/31/2025	23-067 Design Task Order 3 Roads CIP-Sept 2025	$17,472.79
57108	10/30/2025	23-067 Design Task Order 3 Roads CIP-Aug 2025	$19,926.07

Paying Fund	Cash Account	Amount
115 - Measure A - Roads	115.11000 (Cash)	$45,742.27

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151752	12/18/2025	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	$454.92		

Invoice	Date	Description	Amount
48025123	11/30/2025	ASPHALT	$90.08
48004676	11/26/2025	ASPHALT	$98.38
47978519	11/24/2025	ASPHALT	$85.55
48078813	12/09/2025	ASPHALT	$91.59
48089155	12/10/2025	ASPHALT	$89.32

Paying Fund	Cash Account	Amount
219 - SB1 Road Maint & Rehab Account	219.11000 (Cash)	$454.92

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151753	12/18/2025	Open			Accounts Payable	MEDWASTE MANAGEMENT, LLC.	$195.00		

Invoice	Date	Description	Amount
43718	11/30/2025	QUARTERLY SERVICE	$195.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$195.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151754	12/18/2025	Open			Accounts Payable	MICROBAC LABORATORIES, INC. dba GEOANALYTICAL LAB	$88,189.15		

Invoice	Date	Description	Amount
725000123	10/23/2025	WORK ORDER # L511008 / DRINKING WATER WELL ANALYSIS - PCE	$307.50
725000128	10/23/2025	WORK ORDER # L510308 / DRINKING WATER WELL ANALYSIS - NITRATE	$32.00
725000127	10/23/2025	WORK ORDER # L5I0309 / DRINKING WATER WELL ANALYSIS - NITRATE	$32.00
725000126	10/23/2025	WORK ORDER # L5I0310 / DRINKING WATER WELL ANALYSIS 123-TCP	$496.00
725000125	10/23/2025	WORK ORDER # L5I0307 / DRINKING WATER WELL ANALYSIS - NITRATE	$32.00
725000124	10/23/2025	WORK ORDER # L5I0306 / DRINKING WATER WELL ANALYSIS - NITRATE	$32.00
725000151	10/28/2025	WORK ORDER # L5J0909 / DRINKING WATER WELL ANALYSIS	$328.00
725000156	10/28/2025	WORK ORDER # L5J0916 / DRINKING WATER WELL ANALYSIS - NITRATE	$32.00
725000043	10/28/2025	DRINKING WATER WELL ANALYSIS - PCE WORK ORDER # L5J0910	$157.50

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	725000149		10/28/2025			DRINKING WATER WELL ANALYSIS NITRATE WORK ORDER # L5J0907	$32.00			
	725000157		10/28/2025			DRINKING WATER WELL ANALYSIS NITRATE WORK ORDER # L5J0917	$32.00			
	725000155		10/28/2025			DRINKING WATER WELL ANALYSIS NITRATE WORK ORDER # L5J0915	$32.00			
	725000152		10/28/2025			DRINKING WATER WELL ANALYSIS NITRATE WORK ORDER # L5J0912	$32.00			
	725000154		10/28/2025			DRINKING WATER WELL ANALYSIS NITRATE WORK ORDER # L5J0914	$32.00			
	725000153		10/28/2025			DRINKING WATER WELL ANALYSIS NITRATE WORK ORDER # L5J0913	$32.00			
	725000150		10/28/2025			DRINKING WATER WELL ANALYSIS- 123 TCP WORK ORDER # L5J0908	$496.00			
	725000158		10/28/2025			DRINKING WATER WELL ANALYSIS ARSENIC WORK ORDER # L5J0919	$37.00			
	725000147		10/28/2025			CORROSION CONTROL WQP MON-TERMINAL TANK PUMP STATION WO# L5J0802	$64.00			
	725000148		10/28/2025			CORROSION CONTROL WQP MON SITES WORK ORDER # L5J0808	$619.50			
	725000018		10/08/2025			WELL 38 MONTHLY ANALYSIS WORK ORDER # L5I1006	$359.10			
	725000027		10/28/2025			CORROSION CONTROL WQP MON-TERMINAL TANK PUMP STATION WO# L5I2408	$64.00			
	725000028		10/28/2025			CORROSION CONTROL WQP MON-WELL 28 (FINAL EFFLUENT) WO# L5I2409	$43.00			
	725000145		10/28/2025			CORROSION CONTROL WQP MON SITES WORK ORDER # L5I1011	$619.50			
	725000019		10/08/2025			CORROSION CONTROL WQP MON-TERMINAL TANK PUMP STATION WO# L5I1007	$64.00			
	725000328		10/31/2025			CORROSION CONTROL WQP MON-TERMINAL TANK PUMP STATION WO# L5J2206	$64.00			
	725000292		10/31/2025			CORROSION CONTROL WQP MON-WELL 38 (FINAL EFFLUENT) WO# L5J2207	$43.00			
	725000282		10/31/2025			WELL 38 MONTHLY ANALYSIS WORK ORDER # L5J0801	$359.10			
	725000285		10/31/2025			MONTLY LABORATORY DILUTION WATER WORK ORDER # L5J1405	$44.00			
	725000442		11/18/2025			DRINKING WATER WELL ANALYSIS WELL 8 MONTHLY WO# L5K0309	$896.70			
	725000445		11/18/2025			W38 BACKWASH WORK ORDER # L5K0505	$103.95			
	725000446		11/18/2025			DRINKING WATER WELL ANALYSIS WELL 8 WEEKLY WO# L5K1001	$27.00			
	725000392		11/12/2025			DRINKING WATER WELL ANALYSIS NITRATE AND NITRATE AS N	$189.00			
	725000493		11/19/2025			CREDIT MEMO TO INVOICE 725000392	($189.00)			
	725000610		11/25/2025			DWW ANALYSIS-GM, GP INORGANICS (NO AS), 504 NITRATE, NITRATE	$1,921.95			
	725000555		11/24/2025			PCE WELL WORK ORDER # L5K1212	$70.35			
	725000518		11/24/2025			DRINKING WATER WELL ANALYSIS WELL 8 MONTHLY WO# L5K2008	$832.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	725000557		11/24/2025			DRINKING WATER WELL ANALYSIS- 123 TCP WORK ORDER# L5K1306	$496.00			
	725000560		11/24/2025			DRINKING WATER WELL ANALYSIS WELL 8 WEEKLY WO# L5K2009	$32.00			
	725000291		10/31/2025			DMC THM STUDY WORK ORDER # L5J2020	$6,305.00			
	725000290		10/31/2025			DMC THM STUDY WORK ORDER # L5J2019	$176.00			
	725000289		10/31/2025			DMC THM STUDY WORK ORDER # L5J2018	$880.00			
	725000129		10/23/2025			DOWNTOWN PCE REMEDIATION PROJECT WORK ORDER # L5I1009	$1,512.00			
	725000293		10/31/2025			DOWNTOWN PCE REMEDIATION PROJECT WORK ORDER # L5J2208	$1,512.00			
	725000060		10/20/2025			QUARTERLY WASTEWATER ANALYSIS MERCURY (LL) WORK ORDER# L5J0704	$391.00			
	725000037		10/22/2025			BIMONTHLY WASTEWATER ANALYSIS TOTAL PHOSPHOROUS WO# L5I1604	$46.20			
	725000109		10/23/2025			QUARTERLY CHRONIC BIOASSAY-C WORK ORDER# L5I0903	$4,200.00			
	725000106		10/23/2025			QUARTERLY CHRONIC BIOASSAY-C WORK ORDER# L5I0203-403-404	$4,200.00			
	725000117		10/23/2025			SLUDGE SAMPLING WORK ORDER L5I0942	$165.00			
	725000118		10/23/2025			ANNUAL PRIORITY POLLUTANTS - DIOXIN WORK ORDER# L5I0908	$803.00			
	725000116		10/23/2025			QUARTERLY WASTEWATER ANALYSIS WORK ORDER # L5I1105	$54.60			
	725000113		10/23/2025			QUARTERLY WASTEWATER ANALYSIS WORK ORDER# L5I0405	$54.60			
	725000115		10/23/2025			QUARTERLY WASTEWATER ANALYSIS WORK ORDER# L5I1004	$54.60			
	725000114		10/23/2025			POTW-123-TCP WORK ORDER #L5I0407	$320.00			
	725000111		10/23/2025			MONTHLY WASTEWATER ANALYSIS THMs WORK ORDER # L5I0304	$176.00			
	725000112		10/23/2025			POTW-123-TCP WORK ORDER #L5I0314	$320.00			
	725000119		10/23/2025			ANNUAL PRIORITY POLLUTANTS - DIOXIN WORK ORDER# L5I0910	$401.50			
	725000122		10/23/2025			WEEKLY WASTEWATER SAMPLING AMMONIA WORK ORDER # L5I1605	$40.70			
	725000120		10/23/2025			ANNUAL BIOSOLIDS - DIOXIN WORK ORDER # L5I0940	$547.00			
	725000110		10/23/2025			QUARTERLY WASTEWATER ANALYSIS WORK ORDER #L5I0303	$54.60			
	725000146		10/28/2025			INDUSTRY SAMPLES - AMMONIA WORK ORDER # L5I3022	$38.85			
	725000160		10/29/2025			ANNUAL PRIORITY POLLUTANTS - DIAZINON & CHLORPYRIFOS WO# L5I0907	$282.00			
	725000176		11/03/2025			BIMONTHLY WASTEWATER ANALYSIS NITRATE +NITRATE AS N WO#L5J0203	$66.00			
	725000204		10/31/2025			BIOSOLIDS WORK ORDER# L5J0724	$604.80			
	725000199		10/31/2025			WEEKLY WASTEWATER SAMPLING AMMONIA WORK ORDER# L5J0706	$40.70			
	725000198		10/31/2025			BIMONTHLY WASTEWATER ANALYSIS TOTAL PHOSPHOROUS WO# L5J0705	$46.20			
	725000202		10/31/2025			SLUDGE SAMPLING WORK ORDER L5J0723	$165.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	725000191		10/31/2025	QUARTERLY WASTEWATER ANALYSIS DOC WORK ORDER# L5J0703			$49.50			
	725000205		10/31/2025	BIOSOLIDS EPA LIST WORK ORDER # L5J0726			$660.00			
	725000287		10/31/2025	BIMONTHLY WASTEWATER ANALYSIS NITRATE +NITRATE AS N WO# L5J1602			$66.00			
	725000284		10/31/2025	MONTHLY WASTE WATER ANALYSIS-THMs WORK ORDER # L5J0812			$176.00			
	725000286		10/31/2025	WEEKLY WASTEWATER SAMPLING AMMONIA WORK ORDER# L5J1406			$40.70			
	725000283		10/31/2025	ANNUAL PRIORITY POLLUTANTS - LIQUID SLUDGE WORK ORDER# L5J0811			$533.50			
	725000281		10/31/2025	ANNUAL BIOSOLIDS WORK ORDER # L5J0725			$345.20			
	725000288		10/31/2025	BIMONTHLY WASTEWATER ANALYSIS TOTAL PHOSPHOROUS WO# L5J1603			$46.20			
	725000190		10/31/2025	SLUDGE SAMPLING WORK ORDER L5J0616			$165.00			
	725000203		10/31/2025	WASTEWATER ANALYSIS - AMMONIA WORK ORDER L5J0901			$40.70			
	725000177		10/31/2025	QUARTERLY WASTEWATER ANALYSIS TOTAL HARDNESS WO# L5J0204			$51.70			
	725000098		10/30/2025	WEEKLY WASTEWATER SAMPLING AMMONIA WORK ORDER #L5J0103			$40.70			
	725000441		11/18/2025	WEEKLY WASTEWATER SAMPLING AMMONIA WORK ORDER# L5J2802			$40.70			
	725000372		11/18/2025	INDUSTRY SAMPLES WORK ORDER# LJ2322			$33.60			
	725000444		11/18/2025	BIMONTHLY WASTEWATER ANALYSIS TOTAL PHOSPHOROUS WO#L5K0404			$46.20			
	725000366		11/18/2025	WEEKLY WASTEWATER SAMPLING AMMONIA WORK ORDER# L5J2102			$40.70			
	725000443		11/18/2025	BIMONTHLY WASTEWATER ANALYSIS NITRATE +NITRATE AS N WO#L5K0402			$66.00			
	725000874		12/05/2025	CORROSION CONTROL WQP MON-WELL 38 (FINAL EFFLUENT) L5K1907			$43.00			
	725000875		12/05/2025	CORROSION CONTROL WQP MON-TERMINAL TANK PUMP STATION			$64.00			
	725000849		12/04/2025	MINERALS ANALYSIS WORK ORDER L5K1203			$195.80			
	725000821		12/03/2025	MONTLY LABORATORY DILUTION WATER WORK ORDER L5K0511			$44.00			
	725000726		11/30/2025	LOCAL LIMITS- CSS1-DAY 7 (LOCAL LIMITS) WORK ORDER 15I2902			$837.15			
	725000722		11/30/2025	LOCAL LIMITS- CSS1-DAY 6 (LOCAL LIMITS) WORK ORDER L5I2802			$1,021.00			
	725000720		11/30/2025	LOCAL LIMITS- CSS1-DAY 5 (LOCAL LIMITS) WORK ORDER L5I2705			$1,099.00			
	725000714		11/30/2025	LOCAL LIMITS- CSS1-DAY 4 (LOCAL LIMITS) WORK ORDER L5I2604			$1,099.00			
	725000709		11/30/2025	LOCAL LIMITS- CSS1-DAY 3 (LOCAL LIMITS) WORK ORDER L5I2506			$997.15			
	725000704		11/30/2025	LOCAL LIMITS- CSS1-DAY 2 (LOCAL LIMITS) WORK ORDER L5I2407			$1,952.95			
	725000694		11/28/2025	LOCAL LIMITS- CSS1-DAY 1 (LOCAL LIMITS) WORK ORDER L5I2303			$1,417.15			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	725000723		11/30/2025			LOCAL LIMITS - RWQCF INF - DAY 6 WORK ORDER L5I2803	$1,053.85			
	725000718		11/30/2025			LOCAL LIMITS - RWQCF INF - DAY 5 WORK ORDER L5I2703	$1,221.85			
	725000712		11/30/2025			LOCAL LIMITS - RWQCF INF - DAY 4 WORK ORDER L5I2602	$2,563.85			
	725000707		11/30/2025			LOCAL LIMITS - RWQCF INF - DAY 3 WORK ORDER L5I2504	$1,053.85			
	725000703		11/30/2025			LOCAL LIMITS - RWQCF INF - DAY 2 WORK ORDER L5I2406	$2,397.85			
	725000698		11/30/2025			LOCAL LIMITS - RWQCF INF - DAY 1 WORK ORDER L5I2307	$2,641.85			
	725000728		11/30/2025			LOCAL LIMITS - RWQCF PRIM TX EFF - DAY 7 WORK ORDER L5I2904	$553.95			
	725000724		11/30/2025			LOCAL LIMITS - RWQCF PRIM TX EFF - DAY 6 WORK ORDER L5I2804	$752.80			
	725000719		11/30/2025			LOCAL LIMITS - RWQCF PRIM TX EFF - DAY 5 WORK ORDER L5I2704	$752.80			
	725000713		11/30/2025			LOCAL LIMITS - RWQCF PRIM TX EFF - DAY 4 WORK ORDER L5I2603	$752.80			
	725000708		11/30/2025			LOCAL LIMITS - RWQCF PRIM TX EFF - DAY 3 WORK ORDER L5I2505	$1,012.75			
	725000715		11/30/2025			LOCAL LIMITS - CSS2 - DAY 4 WORK ORDER L5I2605	$1,099.00			
	725000710		11/30/2025			LOCAL LIMITS - CSS2 - DAY 3 WORK ORDER L5I2507	$997.15			
	725000705		11/30/2025			LOCAL LIMITS - CSS2 - DAY 2 WORK ORDER L5I2410	$1,333.15			
	725000699		11/30/2025			LOCAL LIMITS - CSS2 - DAY 1 WORK ORDER L5I2308	$1,577.15			
	725000730		11/30/2025			LOCAL LIMITS - CSS2 - DAY 7 WORK ORDER L5I2906	$837.15			
	725000725		11/30/2025			LOCAL LIMITS - CSS2 - DAY 6 WORK ORDER L5I2805	$1,036.00			
	725000721		11/30/2025			LOCAL LIMITS - RWQCF FINAL EFF - DAY 6 WORK ORDER L5I2801	$817.90			
	725000716		11/30/2025			LOCAL LIMITS - RWQCF FINAL EFF - DAY 5 WORK ORDER L5I2701	$2,297.90			
	725000711		11/30/2025			LOCAL LIMITS - RWQCF FINAL EFF - DAY 4 WORK ORDER L5I2601	$880.90			
	725000706		11/30/2025			LOCAL LIMITS - RWQCF FINAL EFF - DAY 3 WORK ORDER L5I2503	$817.90			
	725000701		11/30/2025			LOCAL LIMITS - RWQCF FINAL EFF - DAY 2 WORK ORDER L5I2404	$1,153.90			
	725000029		11/30/2025			LOCAL LIMITS - RWQCF FINAL EFF - DAY 1 WORK ORDER L5I2305	$1,446.50			
	725000700		11/30/2025			LOCAL LIMITS - RWQCF ANA SLG DGR EFF - DAY 2 WORK ORDER L5I2403	$381.55			
	725000697		11/30/2025			LOCAL LIMITS - RWQCF ANA SLG DGR EFF - DAY 1 WORK ORDER L5I2306	$381.55			
	725000729		11/30/2025			LOCAL LIMITS - RWQCF INF - DAY 7 WORK ORDER L5I2905	$893.85			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	725000702		11/30/2025			LOCAL LIMITS - RWQCF PRIM TX EFF - DAY 2 WORK ORDER L5I2405	$713.95			
	725000727		11/30/2025			LOCAL LIMITS - RWQCF FINAL EFF - DAY 7 WORK ORDER L5I2903	$657.90			
	725000808		12/03/2025			MINERALS ANALYSIS WORK ORDER L5K1202	$195.80			
	725000752		12/01/2025			BIOSOLIDS - EPA LIST WORK ORDER L5I2325	$641.90			
	725000648		11/28/2025			BIOSOLIDS WORK ORDER L5K0514	$154.20			
	725000647		11/28/2025			BIOSOLIDS WORK ORDER L5K0513	$154.20			
	725000693		11/28/2025			MONTLY LABORATORY DILUTION WATER WORK ORDER L5I1606	$44.00			
	725000736		11/30/2025			ANNUAL WATER SUITABILITY WORK ORDER L5K2402	$425.00			
	725000696		11/30/2025			DBP QUARTERLY SITES WORK ORDER L5K1217	$3,190.00			
	725000644		11/28/2025			CORROSION CONTROL WQP MON-TERMINAL TANK PUMP STATION WO L5K0503	$64.00			
	725000646		11/28/2025			CORROSION CONTROL WQP MON SITES WORK ORDER L5K0510	$619.50			
	725000645		11/28/2025			DW - WELL 38 MONTHLY ANALYSIS WORK ORDER L5K0504	$331.80			
	725000649		11/28/2025			DOWNTOWN PCE REMEDIATION PROJECT WORK ORDER L5K1213	$1,512.00			
	725000650		11/28/2025			WEEKLY WASTEWATER SAMPLING AMMONIA WORK ORDER L5K1804	$40.70			
	725000651		11/28/2025			DRINKING WATER WELL ANALYSIS- 123 TCP WORK ORDER L5K1805	$328.00			
	725000653		11/28/2025			DRINKING WATER WELL ANALYSIS - WELL 8 EFFLUENTWORK ORDER L5K2401	$32.00			
	725000717		11/30/2025			LOCAL LIMITS - CSS2 - DAY 5 WORK ORDER L5I2702	$1,794.80			
	725000976		12/11/2025			LOCAL LIMITS - RWQCF PRIM TX EFF - DAY 1 WORK ORDER L5I2304	$1,006.55			
	725000931		12/10/2025			DRINKING WATER WELL ANALYSIS NITRATE AND NITRITE PLUS N02+N03	$64.05			
	725000930		12/10/2025			DRINKING WATER WELL ANALYSIS NITRATE AND NITRITE PLUS N02+N03	$64.05			
	725000929		12/10/2025			DRINKING WATER WELL ANALYSIS NITRATE AND NITRITE PLUS N02+N03	$64.05			
	725000925		12/10/2025			DRINKING WATER WELL ANALYSIS- 123 TCP WOR ORDER L5K2516	$328.00			
	725000928		12/10/2025			WEEKLY WASTEWATER SAMPLING AMMONIA WORK ORDER L5L0204	$40.70			
	725000923		12/10/2025			BIMONTHLY WASTEWATER ANALYSIS TOTAL PHOSPHOROUS WO# L5K1803	$46.20			
	725000926		12/10/2025			BIMONTHLY WASTEWATER ANALYSIS NITRATE +NITRATE AS N	$66.00			
	725000924		12/10/2025			WEEKLY WASTEWATER SAMPLING AMMONIA WORK ORDER L5K2505	$40.70			
	725000927		12/10/2025			BIMONTHLY WASTEWATER ANALYSIS TOTAL PHOSPHOROUS WO# L5L0203	$46.20			
	725000559		11/24/2025			BIMONTHLY WASTEWATER ANALYSIS NITRATE +NITRATE AS N	$66.00			

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	725000556		11/24/2025	MONTHLY WASTEWATER ANALYSIS THMs WORK ORDER L5K1302			$176.00			
	725000549		11/24/2025	WASTEWATER ANALYSIS - AMMONIA WORK ORDER L5K0403			$40.70			
	725000552		11/24/2025	PLANT COMPLIANCE BOD & TSS WORK ORDER L5K1012			$147.40			
	725000553		11/24/2025	PLANT COMPLIANCE WORK ORDER L5K1204			$147.40			
	725000554		11/24/2025	PLANT COMPLIANCE WORK ORDER L5K1205			$147.40			
	725000550		11/24/2025	WEEKLY WASTEWATER SAMPLING AMMONIA WORK ORDER L5K1010			$40.70			
	725000551		11/24/2025	MINERALS ANALYSIS WORK ORDER L5K1011			$168.00			
	725000558		11/24/2025	INDUSTRY SAMPLES - AMMONIA WORK ORDER # L5K1709			$38.85			
	725001009		12/16/2025	MONTHLY WASTEWATER ANALYSIS THMs WORK ORDER L5L0208			$176.00			
	725001010		12/16/2025	INUSTRY SAMPLES WORK ORDER L5L0214			$33.60			
	725001011		12/16/2025	CORROSION CONTROL WQP MON-TERMINAL TANK PUMP STATION			$64.00			
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$61,278.15			
	416 - Recycled Water Sales			416.11000 (Cash)			$7,361.00			
	420 - WATER			420.11000 (Cash)			$19,550.00			
151755	12/18/2025	Open			Accounts Payable	MICROBIZ SECURITY COMPANY		$2,558.46		
	Invoice		Date	Description			Amount			
	78446		11/07/2025	Clickers for PD			$1,390.40			
	78090		10/07/2025	Troubleshooting and Camera Repair			$1,168.06			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$1,772.46			
	426 - Transit			426.11000 (Cash)			$786.00			
151756	12/18/2025	Open			Accounts Payable	MME		$108.60		
	Invoice		Date	Description			Amount			
	043460		11/13/2025	S-27241 SWITCH ACTUATOR GB UP/DN/SPIN			$108.60			
	Paying Fund			Cash Account			Amount			
	505 - Fleet			505.11000 (Cash)			$108.60			
151757	12/18/2025	Open			Accounts Payable	MODESTO STEEL INC		$292.13		
	Invoice		Date	Description			Amount			
	487878		12/10/2025	2 PCS SHEET-HOT ROLL 11GA			$292.13			
	Paying Fund			Cash Account			Amount			
	505 - Fleet			505.11000 (Cash)			$292.13			
151758	12/18/2025	Open			Accounts Payable	MWI VETERINARY SUPPLY CO DBA MWI ANIMAL HEALTH		$455.96		
	Invoice		Date	Description			Amount			
	64662795		11/21/2025	CADAVER BAGS BLU AND BLK			$406.73			
	64994632		12/11/2025	LEASH POLY BLU & WHI 56IN			$49.23			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$455.96			
151759	12/18/2025	Open			Accounts Payable	NAPA AUTO PARTS		$7,176.40		
	Invoice		Date	Description			Amount			
	849521		12/03/2025	770-1787 BK KEY STOC ()			$10.27			

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	849551		12/04/2025	7251 BAT 6MO WTY BAT ()			$401.44			
	849555		12/04/2025	908DFT716 BAT 8D BATTERY S/P ()			$523.23			
	849597		12/04/2025	SF75E NFD OIL ABSORBENT			$32.20			
	849711		12/08/2025	908DFT716 BAT 8D BATTERY S/P ()			$557.97			
	849716		12/08/2025	G4002 GRO LED STOP LAMP			$97.33			
	849721		12/08/2025	SG8312X PSG SILENTGUARD BRK PADS ()			$748.84			
	849730		12/08/2025	217335 TEM A/C Filter Screen			$5.74			
	849807		12/09/2025	75XDT800 BAT 18MO WTY BAT (170)			$319.84			
	849813		12/09/2025	1626310700 NON lift supports ()			$117.95			
	849860		12/10/2025	5150404 BPK TRANSMISSION JACK ()			$998.95			
	849898		12/10/2025	8448AAA BAT BATTERY			$161.65			
	849900		12/10/2025	C923276X24 MER CHAMBER ()			$562.68			
	849946		12/11/2025	735-1896 BK BALL JOINT STUD ()			$16.03			
	849964		12/11/2025	220107 FIL AIR FILTER ()			$398.35			
	849984		12/11/2025	7266 BAT 6MO WTY BAT			$472.13			
	850003		12/11/2025	8270 BAT 1YR WTY BAT			$128.32			
	850017		12/12/2025	48882867 NB BRAKE ROTOR			$435.93			
	850026		12/12/2025	9666 FIL AIR FILTER			$765.05			
	850033		12/12/2025	220107 FIL AIR FILTER Credit for Orig 849964			($398.35)			
	850066		12/12/2025	G25170-1212 GAT HYD HOSE FITTINGS ()			$110.10			
	850093		12/15/2025	8195691 BK SUPPORT ()			$76.91			
	850096		12/15/2025	626619 NOE HEATER HOSE ASSEMBLY			$50.12			
	850097		12/15/2025	41162 AC SPARK PLUG			$120.20			
	850098		12/15/2025	IC534 ECH COIL ON PLUG COIL			$463.52			
	Paying Fund			Cash Account			Amount			
	426 - Transit			426.11000 (Cash)			$1,031.15			
	505 - Fleet			505.11000 (Cash)			$6,145.25			
151760	12/18/2025	Open			Accounts Payable	National Coating & Lining Co		$25,004.00		
	Invoice		Date	Description			Amount			
	PP8/CP 23-027*		11/30/2025	23-027 Secondary Clarifier No. 4 Recoating-11/30/25			$25,004.00			
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$25,004.00			
151761	12/18/2025	Open			Accounts Payable	ON THE SPOT DESIGN		$108.63		
	Invoice		Date	Description			Amount			
	4250		12/03/2025	Turlock Transit Decals - no white background			$108.63			
	Paying Fund			Cash Account			Amount			
	505 - Fleet			505.11000 (Cash)			$108.63			
151762	12/18/2025	Open			Accounts Payable	Operational Technical Services, LLC		$9,990.98		
	Invoice		Date	Description			Amount			
	5247		11/30/2025	SRWA - Senior Operator MC 11.26.25 - 11.30.25			$9,990.98			
	Paying Fund			Cash Account			Amount			
	450 - SRWA - Operations			450.11000 (Cash)			$9,990.98			
151763	12/18/2025	Open			Accounts Payable	OREILLY AUTO PARTS		$265.51		
	Invoice		Date	Description			Amount			
	2800-207499		12/09/2025	1 CA 18003 DUAL USB MD			$49.95			
	2800-207514		12/09/2025	TYC 20-6582-00 HEADLIGHT			$68.76			
	2800-207518		12/09/2025	TYC 20-6581-00 HEADLIGHT			$137.52			
	2800-208171		12/11/2025	DOR 090-173 OIL DRN PLUG			$9.28			

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	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$265.51		
151764	12/18/2025	Open			Accounts Payable	P G & E	$58,364.68		
	Invoice		Date	Description			Amount		
	113025 573 Birch		11/30/2025	3511883216-7 573 Birchwood Way			$11.06		
	CITY HALL12/8/25		12/08/2025	3254375586-5 / 156 S Broadway			$218.59		
	FIRE#1 12/7/25		12/07/2025	3159594551-5 / 540 Marshall St			$1,195.41		
	SENIOR 12/7/25		12/07/2025	2890831960-2 / 1191 Cahill St			$647.93		
	701 WLNT12/11/25		12/11/2025	6224543828-8 / 701 S Walnut Rd			$1,302.98		
	FIRE#2 12/9/25		12/09/2025	6182877164-4 / 791 S Walnut Rd			$70.69		
	AC 12/10/25		12/10/2025	6266210492-6 / 801 S Walnut Rd			$208.90		
	WLNT#E 12/10/25		12/10/2025	6141210500-1 / 701 S Walnut Rd E			$9.19		
	CNG 12/11/25		12/11/2025	8466606707-3 / 901 S Walnut Rd CNG			$1,733.64		
	WQC 12/9/25		12/09/2025	6349543820-0 / 901 S Walnut Rd			$102.73		
	WLNT#A 12/11/25		12/11/2025	3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station			$13,383.70		
	WQC 12/09/25		12/09/2025	6307877156-3 / 901 S Walnut Rd			$18,495.99		
	PSF 12/11/25		12/11/2025	8391988340-1 / 244 N Broadway-PSF			$11,043.69		
	TRANSIT212/11/25		12/11/2025	9448303839-7 / 1418 N Golden State Blvd Ste 2			$454.04		
	TRANSIT112/11/25		12/11/2025	0913752739-7 / 1418 N Golden State Blvd Ste 1			$390.58		
	COL POOL12/11/25		12/11/2025	8183464653-1 / 595 Columbia St			$8,925.28		
	FIRE#4 12/12/25		12/12/2025	7556584382-0 / 2820 N Walnut-Fire #4			$170.28		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$22,480.77		
	217 - Streets - Gas Tax			217.11000 (Cash)			$9.19		
	255 - CDBG			255.11000 (Cash)			$11.06		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$18,598.72		
	426 - Transit			426.11000 (Cash)			$14,228.32		
	505 - Fleet			505.11000 (Cash)			$3,036.62		
151765	12/18/2025	Open			Accounts Payable	PACE SUPPLY CORPORATION	$6,685.22		
	Invoice		Date	Description			Amount		
	05109996329-1		12/10/2025	CLAY X CLAY SHEAR WORM GEAR			$1,860.79		
	0510996329		12/05/2025	CLAY X CLAY SHEAR WORM GEAR			$4,824.43		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$4,056.10		
	420 - WATER			420.11000 (Cash)			$2,629.12		
151766	12/18/2025	Open			Accounts Payable	Peregrine Technologies Inc	$98,000.00		
	Invoice		Date	Description			Amount		
	INV-0308		08/27/2025	DATA POINT INTEGRATION SOFTWARE			$98,000.00		
	Paying Fund			Cash Account			Amount		
	116 - Special Public Safety			116.11000 (Cash)			$98,000.00		
151767	12/18/2025	Open			Accounts Payable	Perkins dba Zacks Handyman and Construction, Nathan Zackery	$5,319.50		
	Invoice		Date	Description			Amount		
	20192417		09/18/2025	City Project Construction Agreement- 573 Birchwood- 10% Retention			$5,319.50		
	Paying Fund			Cash Account			Amount		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			$5,319.50		

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151768	12/18/2025	Open			Accounts Payable	Petrulakis Law & Advocacy, APC	$51,537.19		

Invoice	Date	Description	Amount
3181	10/27/2025	Subcontracted Counsel October 2025	$10,105.76
3182	11/30/2025	Subcontracted Counsel November 2025	$11,093.43
3183	11/28/2025	Ordinance Skill Games	$172.20
3184	11/28/2025	Meetings - Other Recurring	$344.00
3186	11/28/2025	Ordinance Smoke Shops	$2,226.80
3187	11/28/2025	Meetings City Council	$832.30
3188	11/28/2025	Ordinance Sidewalk Vending	$177.90
3193	11/28/2025	General Municipal 11-28-2025	$26,584.80

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$51,537.19

151769	12/18/2025	Open			Accounts Payable	PRECISION CONCRETE CUTTING	$7,912.24		

Invoice	Date	Description	Amount
56357	11/30/2025	SIDEWALK OFFSET REPAIR 11.18.25-11.24.25	$7,912.24

Paying Fund	Cash Account	Amount
301 - Capital Improvements	301.11000 (Cash)	$7,912.24

151770	12/18/2025	Open			Accounts Payable	PRESSURE WASHER CENTER INC DBA PACIFIC BAY EQUIP., SERVCE & SALES	$34.51		

Invoice	Date	Description	Amount
99815	11/07/2025	900651 BURNER NO	$34.51

Paying Fund	Cash Account	Amount
505 - Fleet	505.11000 (Cash)	$34.51

151771	12/18/2025	Open			Accounts Payable	PRICE FORD OF TURLOCK INC	$120.00		

Invoice	Date	Description	Amount
20147	12/12/2025	POL24-1398 CUSTOMER REQUEST TO PROGRAM ALL KEY FOBS	$120.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$120.00

151772	12/18/2025	Open			Accounts Payable	PROVOST & PRITCHARD ENGINEERING GROUP INC	$65,856.70		

Invoice	Date	Description	Amount
125011	11/11/2025	23-068 Design Task Order 2 Roads CIP-Oct 2025	$20,439.14
125725	12/09/2025	23-068 Design Task Order 2 Roads CIP-Nov 2025	$13,902.51
125726	12/09/2025	25-024 Design Task Order 3 for Roads CIP-Nov 2025	$23,276.00
125727	12/09/2025	25-025 Design Task Order 4 Roads CIP-Nov 2025	$8,239.05

Paying Fund	Cash Account	Amount
115 - Measure A - Roads	115.11000 (Cash)	$65,856.70

151773	12/18/2025	Open			Accounts Payable	PUMP PROS INC	$8.04		

Invoice	Date	Description	Amount
2087	12/09/2025	1" MALE ADAPTER	$8.04

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$8.04

151774	12/18/2025	Open			Accounts Payable	R & S ERECTION INC	$696.25		

Invoice	Date	Description	Amount
145134	12/10/2025	WQC- DOOR UN BELLIED, INSTAL DRIVE CHAIN, SET LIMITS,	$696.25

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	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$696.25		
151775	12/18/2025	Open			Accounts Payable	RAMONT'S TOW SERVICE	$495.00		
	Invoice		Date	Description			Amount		
	253696		12/10/2025	ST24-7234 tow bill			$495.00		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			$495.00		
151776	12/18/2025	Open			Accounts Payable	REED INC, GEORGE	$434.20		
	Invoice		Date	Description			Amount		
	100384373		11/19/2025	ASPHALT			$104.20		
	100384265		11/18/2025	ASPHALT			$100.54		
	100385346		12/03/2025	ASPHALT			$110.61		
	100385122		12/01/2025	ASPHALT			$118.85		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$434.20		
151777	12/18/2025	Open			Accounts Payable	ROBERTSON - BRYAN INC	$10,563.50		
	Invoice		Date	Description			Amount		
	17277.4.3		11/30/2025	NPDES PERMIT COMPLIANCE SERVICES TASK 4 THROUGH 11/15/2025			$2,996.00		
	17277.4.1		11/30/2025	NPDES PERMIT COMPLIANCE SERVICES TASK 4 THROUGH 11/15/2025			$3,117.50		
	17277.1		11/30/2025	NPDES PERMIT COMPLIANCE SERVICES TASK 1 THROUGH11/15/2025			$4,450.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$10,563.50		
151778	12/18/2025	Open			Accounts Payable	ROBIC REFRIGERATION INC	$1,199.81		
	Invoice		Date	Description			Amount		
	0000036714		11/18/2025	SERVICE FOR ICE MACHINE/BREAKROOM - WATER INLET VALVE			$1,199.81		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,199.81		
151779	12/18/2025	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	$3,140.90		
	Invoice		Date	Description			Amount		
	3044223318		12/03/2025	1 5405392:CE SEAL,OIL			$47.83		
	3044257411		12/09/2025	164-R8129:FRD KEY PRE-CUT IPATS 90			$214.78		
	3044245183		12/10/2025	AR15-1039:MOM REGULATOR-ITT, CROSS			$1,368.68		
	3044301168		12/11/2025	1 HC3Z16450FA:FRD STEP ASY			$631.68		
	3044337724		12/12/2025	FL3Z17683BB:FRD MIRROR ASY - REAR VIEW			$461.09		
	3044300097		12/12/2025	HC3Z1A189F:FRD KIT - TPMS SENSOR			$199.83		
	3044335023		12/12/2025	FB5Z78290A61AA:FRD MOULDING			$126.80		
	3044338159		12/15/2025	1 5405392:CE SEAL,OIL			$90.21		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$3,140.90		
151780	12/18/2025	Open			Accounts Payable	RUTAN & TUCKER, LLP	$4,272.00		
	Invoice		Date	Description			Amount		
	1047011		11/17/2025	SPECIAL COUNSEL SERVICES Construction Dispute-Oct 2025			$3,312.00		

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	1049109		12/05/2025	SPECIAL COUNSEL SERVICES Construction Dispute-Nov 2025			$960.00			
	Paying Fund			Cash Account			Amount			
	115 - Measure A - Roads			115.11000 (Cash)			$4,272.00			
151781	12/18/2025	Open			Accounts Payable	S&S DPF INC.		$1,170.00		
	Invoice		Date	Description			Amount			
	3757		12/10/2025	SMOKE TEST			$650.00			
	4054		12/05/2025	BD TEST			$520.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$65.00			
	217 - Streets - Gas Tax			217.11000 (Cash)			$325.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$260.00			
	426 - Transit			426.11000 (Cash)			$520.00			
151782	12/18/2025	Open			Accounts Payable	SAFE-T-LITE CO INC		$4,647.04		
	Invoice		Date	Description			Amount			
	407108		10/28/2025	La Primera Cars & Coffee			$513.83			
	406742		10/07/2025	2025 Our Lady of Fatima			$674.36			
	406739		10/07/2025	2025 WISG Cars & Coffee			$218.79			
	407634		11/26/2025	2025 Turkey Trot			$560.39			
	407682		12/02/2025	2025 Festival of Lights			$2,398.75			
	407697		12/02/2025	SHIPPING & RECEIVING GENERAL SUPPLIES			$224.74			
	406947		10/17/2025	SHIPPING & RECEIVING GENERAL SUPPLIES			$56.18			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$1,967.37			
	120 - Tourism			120.11000 (Cash)			$2,398.75			
	505 - Fleet			505.11000 (Cash)			$280.92			
151783	12/18/2025	Open			Accounts Payable	SAN JOAQUIN VALLEY		$624.00		
	Invoice		Date	Description			Amount			
	N172272		11/03/2025	SE CORNER OF W HARDING AND S PRARIE FLOWER RD			$624.00			
	Paying Fund			Cash Account			Amount			
	416 - Recycled Water Sales			416.11000 (Cash)			$624.00			
151784	12/18/2025	Open			Accounts Payable	SEEGERS PRINTING INC		$1,758.65		
	Invoice		Date	Description			Amount			
	0146804-IN		11/14/2025	WALL PLAQUE - ART PADILLA			$43.45			
	0146744-IN		10/31/2025	BIZ CARDS - JOHNSON,JILL,DELGADILLO			$228.12			
	146910-IN		12/08/2025	Christmas Parade Carpool Passes 2025			$474.69			
	0146922-IN		12/05/2025	Solid Waste Bill Insert			$1,012.39			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$228.12			
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			$1,012.39			
	217 - Streets - Gas Tax			217.11000 (Cash)			$43.45			
	426 - Transit			426.11000 (Cash)			$474.69			
151785	12/18/2025	Open			Accounts Payable	SHAPE INC		$30,787.56		
	Invoice		Date	Description			Amount			
	59445B46023		12/10/2025	Flygt Submersible pump maintenance NORD GEAR/SEAL			$335.94			

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	54827B45087		11/20/2025	Flygt Submersible pump maintenance REBUILD 3202 PUMP			$19,749.26			
	57016B45088		11/20/2025	Flygt Submersible pump maintenance REBUILD PUMP 4640			$10,702.36			
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$30,787.56			
151786	12/18/2025	Open			Accounts Payable	SHARPENING SHOP		$607.30		
	Invoice		Date	Description			Amount			
	454262		11/26/2025	HELMET SYSTEM - SPORTS COMPLEXES			$104.27			
	455110		12/12/2025	6372 702 0100 Blade			$29.32			
	455060		12/11/2025	HELMET SYSTEM - STREETS			$208.54			
	455079		12/11/2025	MISC. EQUIPMENT FOR PEDRETTI			$265.17			
	Paying Fund			Cash Account			Amount			
	205 - Sports Facilities			205.11000 (Cash)			$369.44			
	217 - Streets - Gas Tax			217.11000 (Cash)			$208.54			
	505 - Fleet			505.11000 (Cash)			$29.32			
151787	12/18/2025	Open			Accounts Payable	SIEGFRIED ENGINEERING INC		$58,939.53		
	Invoice		Date	Description			Amount			
	50904		11/12/2025	25-026 Design Roads Task 3 CIP-Oct 2025			$58,939.53			
	Paying Fund			Cash Account			Amount			
	115 - Measure A - Roads			115.11000 (Cash)			$58,939.53			
151788	12/18/2025	Open			Accounts Payable	SNAP ON INDUSTRIAL		$125.00		
	Invoice		Date	Description			Amount			
	17960745		12/03/2025	ELECTRONIC TORQUE WRENCH REPAIR			$125.00			
	Paying Fund			Cash Account			Amount			
	426 - Transit			426.11000 (Cash)			$125.00			
151789	12/18/2025	Open			Accounts Payable	SOUTHERN TIRE MART		$366.43		
	Invoice		Date	Description			Amount			
	7320020794		12/09/2025	FLAT REPAIR MED TRK FROM VEHICLE			$52.72			
	7320020766		12/09/2025	ST235/80R16/E RADIAL TRAIL HD 142.60		2	$313.71			
	Paying Fund			Cash Account			Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)			$52.72			
	505 - Fleet			505.11000 (Cash)			$313.71			
151790	12/18/2025	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC		$56,231.50		
	Invoice		Date	Description			Amount			
	230445104		11/30/2025	Traffic signal preventative maintenance NOVEMBER ROUTINE			$6,450.00			
	230445105		11/30/2025	Traffic signal preventative maintenance NOVEMBER RESOPNSE			$15,581.50			
	230445103		12/04/2025	Traffic signal preventative maintenance MINNESOTA AND GEER			$34,200.00			
	Paying Fund			Cash Account			Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$56,231.50			
151791	12/18/2025	Open			Accounts Payable	STANISLAUS COUNTY AUDITOR CONTR		$243,465.75		
	Invoice		Date	Description			Amount			
	7/1-11/30 2025		12/03/2025	STAN CO PAYMENT 7/1-11/30 2025			$243,465.75			

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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)			$243,465.75		
151792	12/18/2025	Open			Accounts Payable	STANISLAUS COUNTY DEPT OF ENVIRONMENTAL RESOURCES	$995.50		
	Invoice		Date	Description			Amount		
	493027		10/07/2025	DER ID: FA0000849 CITY OF TURLOCK WATER QUALITY CONTROL			$995.50		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$995.50		
151793	12/18/2025	Open			Accounts Payable	STATE OF CALIFORNIA	$1,951.00		
	Invoice		Date	Description			Amount		
	008293		12/04/2025	NOVEMBER FINGERPRINTING 2025			$1,951.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,363.00		
	205 - Sports Facilities			205.11000 (Cash)			$98.00		
	246 - Landscape Assessment			246.11000 (Cash)			$49.00		
	270 - Recreation Grants			270.11000 (Cash)			$441.00		
151794	12/18/2025	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	$6,567,251.55		
	Invoice		Date	Description			Amount		
	SW-0322966		11/05/2025	Annual Permit Fee			$27,293.00		
	WD-0306365		11/19/2025	Annual Permit Fees - SRWAFacility ID: 5B50NC00455 7/1/25-6/30/26			$13,945.00		
	WD-0306826		11/19/2025	Annual Permit Fees -SRWA Facility ID: 4DW0852 7/1/25-6/30/26			$3,630.00		
	D2002047-5		12/11/2025	Contract#D2002047; Project#5010043-001C SRWA			$6,522,383.55		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$27,293.00		
	950 - SRWA - JPA			950.11000 (Cash)			$6,539,958.55		
151795	12/18/2025	Open			Accounts Payable	Stoel Rives LLP	$3,557.00		
	Invoice		Date	Description			Amount		
	8101917		12/11/2025	Turlock, City of PCE Contamination			$3,557.00		
	Paying Fund			Cash Account			Amount		
	423 - PCE Downtown (Prop 1 Grant)			423.11000 (Cash)			$3,557.00		
151796	12/18/2025	Open			Accounts Payable	STOMMEL INC DBA LEHR	$47,544.27		
	Invoice		Date	Description			Amount		
	SI125527		10/31/2025	2025 Ford Utility Interceptor- Supervisor Install			$12,582.11		
	SI125530		10/31/2025	2025 Ford Utility Interceptor- Supervisor Install			$11,883.95		
	SI126560		12/04/2025	2024 Ford F150 Responder			$8,753.78		
	SI126557		12/04/2025	2024 Ford F150- Patrol Parts			$14,324.43		
	Paying Fund			Cash Account			Amount		
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			$47,544.27		
151797	12/18/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	$810.70		
	Invoice		Date	Description			Amount		
	120625BECCHETTI		12/12/2025	12062025 PAYROLL WITHHOLDING			$405.35		
	122025BECCHETTI		12/12/2025	12202025 PAYROLL WITHHOLDING			$405.35		
	Paying Fund			Cash Account			Amount		

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	104 - Payroll Clearing Fund			104.11000 (Cash)			$810.70			
151798	12/18/2025	Open			Accounts Payable	T I D		$286,106.24		
	Invoice		Date	Description			Amount			
	112625 1827 Shad		11/26/2025	5637003297 1827 Shadow Park Dr.			$25.53			
	083201 - DEC 25		12/09/2025	ACC#0832010000 - DEC 2025			$8,699.78			
	183201 - DEC 25		12/10/2025	ACC#1832010000 - DEC 2025			$13,949.18			
	283201 - DEC 25		12/10/2025	ACC#2832010000 - DEC 2025			$13,981.61			
	383201 - DEC 25		12/10/2025	ACC#3832010000 - DEC 2025			$4,072.90			
	483201 - DEC 25		12/10/2025	ACC#4832010000 - DEC 2025			$167,356.77			
	683201 - DEC 25		12/09/2025	ACC#6832010000 - DEC 2025			$5,694.79			
	773201 - DEC 25		12/09/2025	ACC#7732010000 - DEC 2025			$9,925.07			
	873201 - DEC 25		12/09/2025	ACC#8732010000 - DEC 2025			$8,018.88			
	973201 - DEC 25		12/12/2025	ACC#9732010000 - DEC 2025			$54,297.26			
	121025 573 Birch		12/10/2025	0826525611 573 Birchwood Way			$24.94			
	1200925 2065 Cod		12/09/2025	0978821449 2065 Cody Ct.			$29.97			
	120925 570 Jason		12/09/2025	6279743328 570 Jason Drive			$29.56			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$23,174.67			
	205 - Sports Facilities			205.11000 (Cash)			$2,677.56			
	217 - Streets - Gas Tax			217.11000 (Cash)			$14,445.55			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$24,034.64			
	232 - CFD #3 - Maintenance Services			232.11000 (Cash)			$110.82			
	246 - Landscape Assessment			246.11000 (Cash)			$11,271.31			
	255 - CDBG			255.11000 (Cash)			$110.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$141,706.66			
	416 - Recycled Water Sales			416.11000 (Cash)			$4,874.18			
	420 - WATER			420.11000 (Cash)			$59,953.91			
	426 - Transit			426.11000 (Cash)			$1,781.84			
	505 - Fleet			505.11000 (Cash)			$1,965.10			
151799	12/18/2025	Open			Accounts Payable	T-MOBILE USA INC		$50.00		
	Invoice		Date	Description			Amount			
	L2512020243		12/02/2025	TIME DIFFERENCE OF ARRIVAL TP25006041			$50.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$50.00			
151800	12/18/2025	Open			Accounts Payable	TANK TOWN MEDIA LLC		$1,476.00		
	Invoice		Date	Description			Amount			
	97618		10/31/2025	Tank Town Ad - Assistant Planner 10/31/25-11/7/25			$252.00			
	97726		10/31/2025	Tank Town Ad - City Attorney 11/7/25-11/28/25			$552.00			
	97619		10/31/2025	Tank Town Ad - Field Services Tech 10/31/25-10/31/25			$138.00			
	98000		12/09/2025	Tracy Press Ad - Fleet Main. Mech I 12/5/25-12/12/25			$264.00			
	98033		12/12/2025	Tracy Press Ad - Chief Building Official 12.12.25-12.26.25			$270.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$1,074.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$132.00			
	420 - WATER			420.11000 (Cash)			$270.00			

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151801	12/18/2025	Open			Accounts Payable	THE HERTZ CORPORATION	$114.23		
	Invoice		Date	Description			Amount		
	925002739272		11/25/2025	RENTAL FOR PRISONER TRANSPORT - MULRICH			$114.23		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$114.23		
151802	12/18/2025	Open			Accounts Payable	THE MCCLATCHY COMPANY LLC	$7,162.25		
	Invoice		Date	Description			Amount		
	IN76628		10/31/2025	Emergency Services Dispatcher Trainee Ad 9/26/25-10/31/25			$865.00		
	IN76629		10/31/2025	Modesto - Chief Building Official Ad 10/1/25-10/1/25			$960.75		
	IN76630		10/31/2025	Merced - Chief Building Official Ad 10/1/25-10/1/25			$690.50		
	IN76631		10/31/2025	Water Treatment Plt. Op. I Ad 10/17/25-10/26/25			$715.00		
	IN87773		11/30/2025	City Attorney Ad 11/5/25-11/5/25			$720.00		
	IN87772		11/30/2025	Modesto- City Attorney Ad 11/5/25-11/5/25			$913.00		
	IN87771		11/30/2025	Field Services Technician Ad 10/31/25-11/2/25			$641.50		
	IN87770		11/30/2025	Merced - Assistant Planner Ad 10/31/25-11/9/25			$700.00		
	IN87769		11/30/2025	Modesto- Assistant Planner Ad 11/2/25-11/9/25			$956.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$5,805.75		
	420 - WATER			420.11000 (Cash)			$1,356.50		
151803	12/18/2025	Voided	INCORRECT ENTRY	12/19/2025	Accounts Payable	TID	$2,577.55		
	Invoice		Date	Description			Amount		
	044010039-2026		12/12/2025	STATEMENT OF ASSESMENT 1ST & 2ND INSTALLEMENT PARCEL 044010039			$475.80		
	050009002-2026		12/12/2025	STATEMENT OF ASSESMENT 1ST & 2ND INSTALLMENT			$118.00		
	044010040-2026		12/12/2025	STATEMENT OF ASSESMENT 1ST & 2ND INSTALLMENT			$95.16		
	089013001-2025		03/28/2025	2025 IRRIGATION WATER USE 2ND INSTALLMENT PARCEL 089013001			$722.37		
	044010039-2025		03/28/2025	2025 IRRIGATION WATER USE 2ND INSTALLMENT PARCEL 044010039			$660.00		
	044010040-2025		03/18/2025	2025 IRRIGATION WATER USE 2ND INSTALLMENT PARCEL 044010040			$132.00		
	044015008-2025		03/18/2025	2025 IRRIGATION WATER USE 2ND INSTALLMENT PARCEL 044015008			$374.22		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$2,577.55		
151804	12/18/2025	Open			Accounts Payable	TURLOCK IRRIGATION DISTRICT	$14,280.99		
	Invoice		Date	Description			Amount		
	40464		12/01/2025	SRWA - TID Commissioning Procedures & Normal Operations Nov 25			$14,280.99		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$14,280.99		
151805	12/18/2025	Open			Accounts Payable	TURLOCK JOURNAL	$3,066.00		
	Invoice		Date	Description			Amount		
	406430		10/31/2025	Turlock Ad - Chief Building Official 10/1/25-10/1/25			$250.00		

Payment Register

From Payment Date: 12/12/2025 - To Payment Date: 1/1/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	406431		10/31/2025	Turlock Ad - Water Treatment Plant Operator I 10/15/25-10/15/25			$250.00			
	406503		10/31/2025	Turlock Ad - Chief Building Official 10/4/25-10/11/25			$220.00			
	406504		10/31/2025	Turlock Ad - Water Treatment Plant Operator I 10/18/25-10/25/25			$220.00			
	408289		11/30/2025	Email Blast Ad Space			$200.00			
	408290		11/30/2025	Web Banner Ad - Field Services Technician 11/1/25-11/1/25			$250.00			
	408408		11/30/2025	Assistant Planner 11/1/25-11/8/25			$220.00			
	408409		11/30/2025	Classified Display Ad - Field Services Tech 11/1/25-11/1/25			$160.00			
	408291		11/30/2025	Web Banner Ad City Attorney 11/5/25-11/5/25			$250.00			
	408410		11/30/2025	Classified Display Ad - City Attorney 11/8/25-11/29/25			$440.00			
	408413		11/30/2025	Public Notice for Building 12/9/25 CC Meeting			$330.00			
	408380		11/30/2025	Legal AD: BID 25-012 11/5/2025			$138.00			
	408381		11/30/2025	Legal AD: BID 25-020 11/22/5			$138.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$1,710.00			
	217 - Streets - Gas Tax			217.11000 (Cash)			$138.00			
	420 - WATER			420.11000 (Cash)			$610.00			
	426 - Transit			426.11000 (Cash)			$138.00			
	450 - SRWA - Operations			450.11000 (Cash)			$470.00			
151806	12/18/2025	Open			Accounts Payable	UMR		$984.47		
	Invoice		Date	Description			Amount			
	TOSTA JAN 2026		12/01/2025	RETIREE HEALTH PREMIUMS JANUARY 2026			$984.47			
	Paying Fund			Cash Account			Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)			$984.47			
151807	12/18/2025	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA) INC		$568.47		
	Invoice		Date	Description			Amount			
	256405262-001		12/08/2025	SHIPPING & RECEIVING GENERAL SUPPLIES			$151.47			
	256404833-001		12/08/2025	SHIPPING & RECEIVING GENERAL SUPPLIES			$270.39			
	256408391-001		12/08/2025	SHIPPING & RECEIVING GENERAL SUPPLIES			$146.61			
	Paying Fund			Cash Account			Amount			
	505 - Fleet			505.11000 (Cash)			$568.47			
151808	12/18/2025	Open			Accounts Payable	United Safety & Survivability Corporation		$6,229.64		
	Invoice		Date	Description			Amount			
	11346017		12/15/2025	Air Purification Equipment and UV Light Bulbs			$6,229.64			
	Paying Fund			Cash Account			Amount			
	505 - Fleet			505.11000 (Cash)			$6,229.64			
151809	12/18/2025	Open			Accounts Payable	UNITED SITE SERVICES OF CALIFORNIA, INC.		$624.73		
	Invoice		Date	Description			Amount			
	114-14166832		12/09/2025	Christmas Parade Portable Restroom Rental			$624.73			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$624.73			

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From Payment Date: 12/12/2025 - To Payment Date: 1/1/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151810	12/18/2025	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	$44,120.18		

Invoice	Date	Description	Amount
53521969	12/03/2025	SRWA Supply & Del. Of Sodium Hydroxide 12.03.25	$5,222.70
53523933	12/05/2025	WELL 38	$1,858.36
53523932	12/05/2025	FULKERTH TANK	$857.70
53523930	12/05/2025	D ST TANK	$786.23
53523934	12/05/2025	KILROY TANK	$390.40
53528570	12/05/2025	SODIUM HYPOCHLORITE	$17,475.77
53535446	12/10/2025	SODIUM HYPOCHLORITE	$17,529.02

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$35,004.79
420 - WATER	420.11000 (Cash)	$3,892.69
450 - SRWA - Operations	450.11000 (Cash)	$5,222.70

151811	12/18/2025	Open			Accounts Payable	US BANK	$3,400.00		

Invoice	Date	Description	Amount
7977766	11/25/2025	Administrative Fees 2016 SA Bonds 11/1/25-10/31/26	$3,400.00

Paying Fund	Cash Account	Amount
621 - Successor Agency - Non LMI	621.11000 (Cash)	$3,400.00

151812	12/18/2025	Open			Accounts Payable	USAM1 LLC dba BMW MOTORCYCLES OF MODESTO	$3,043.92		

Invoice	Date	Description	Amount
61072	10/18/2025	POL19-1339 : TESTED MAIN BATTERY, FAILED LOAD TEST,	$797.46
60896	09/18/2025	POL19-1340 2054 0.50 HEXANE PARTS CLEANER	$2,040.71
60858	09/13/2025	POL19-1340 61218531121 1.00 BATTERY AGM	$205.75

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$3,043.92

151813	12/18/2025	Open			Accounts Payable	V & V MFG INC	$896.65		

Invoice	Date	Description	Amount
63465	11/26/2025	POLICE BADGE ORDER - BUILDING/CA STATE SEAL	$896.65

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$896.65

151814	12/18/2025	Open			Accounts Payable	VERIZON WIRELESS	$281.55		

Invoice	Date	Description	Amount
6127640639	10/04/2025	972530635-00024 BUILDING & PLANNING (10/4-11/3)	$281.55

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$281.55

151815	12/18/2025	Open			Accounts Payable	Vestis Group Inc DBA Vestis Services LLC	$4,261.66		

Invoice	Date	Description	Amount
11/30/25	11/30/2025	UNIFORM RENTAL & LAUNDRY SERVICES - NOVEMBER 2025	$4,261.66

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,252.85
205 - Sports Facilities	205.11000 (Cash)	$139.88
217 - Streets - Gas Tax	217.11000 (Cash)	$173.16

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From Payment Date: 12/12/2025 - To Payment Date: 1/1/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	246 - Landscape Assessment			246.11000 (Cash)			$229.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,210.92		
	420 - WATER			420.11000 (Cash)			$289.49		
	426 - Transit			426.11000 (Cash)			$126.48		
	450 - SRWA - Operations			450.11000 (Cash)			$429.64		
	505 - Fleet			505.11000 (Cash)			$410.24		
151816	12/18/2025	Open			Accounts Payable	VICK ROBERTS CONSULTING DBA LICENTIA ARMS CO	$24,995.43		
	Invoice		Date	Description			Amount		
	24202		11/11/2025	NIGHT VISION GOGGLES, MOUNTS AND LASER			$24,995.43		
	Paying Fund			Cash Account			Amount		
	266 - Police Services Grants			266.11000 (Cash)			$24,995.43		
151817	12/18/2025	Open			Accounts Payable	Viking Shred, LLC	$264.00		
	Invoice		Date	Description			Amount		
	51161243		12/02/2025	CITY WIDE SHREDDING - DECEMBER 2025			$264.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$264.00		
151818	12/18/2025	Open			Accounts Payable	VWR INTERNATIONAL INC	$636.14		
	Invoice		Date	Description			Amount		
	8820544036		12/04/2025	SOD DIHYDRGN PHOSPHAT ACS 250 G - LAB			$85.82		
	8820531217		12/03/2025	LAURYL TRYPTOSE BROTH / SULFURIC ACID - LAB			$550.32		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$636.14		
151819	12/18/2025	Open			Accounts Payable	WEST COAST TURF	$1,680.47		
	Invoice		Date	Description			Amount		
	INV204944		11/06/2025	SAOS-S: SANTA ANA OS SOD			$1,680.47		
	Paying Fund			Cash Account			Amount		
	205 - Sports Facilities			205.11000 (Cash)			$1,680.47		
151820	12/18/2025	Open			Accounts Payable	WEST PUBLISHING CORPORATION	$293.03		
	Invoice		Date	Description			Amount		
	852883676		12/01/2025	ONLINE SOFTWARE SUBSCRIPTION FOR 11/01/25 - 11/30/25			$293.03		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$293.03		
151821	12/18/2025	Open			Accounts Payable	WEST YOST & ASSOCIATES INC.	$11,307.00		
	Invoice		Date	Description			Amount		
	2065197		11/07/2025	SRWA - Program Mgmt Services for 2025-26 October 2025			$9,083.50		
	2065111		10/31/2025	Professional Services Rendered Through 11/07/25			$2,223.50		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$2,223.50		
	950 - SRWA - JPA			950.11000 (Cash)			$9,083.50		
151822	12/18/2025	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	$657.54		
	Invoice		Date	Description			Amount		
	January 2026		12/04/2025	Mobile Rent Subsidy FY 2025-26- January 2026			$657.54		
	Paying Fund			Cash Account			Amount		

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From Payment Date: 12/12/2025 - To Payment Date: 1/1/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	621 - Successor Agency - Non LMI			621.11000 (Cash)		$657.54			
151823	12/18/2025	Open			Accounts Payable	WESTWOOD PROFESSIONAL SERVICES, INC.	$8,538.75		
	Invoice		Date	Description		Amount			
	1251200922		11/29/2025	SR03, 21-043 Northeast Neighborhood Park-J Lazar Park-11/29/25		$7,873.75			
	1250901583		08/30/2025	SR02, 19-51 Columbia Pool Improvements-8/30/25		$522.50			
	1251001955		10/04/2025	SR02, 19-51 Columbia Pool Improvements-10/4/25		$142.50			
	Paying Fund			Cash Account		Amount			
	228 - Park Development Tax			228.11000 (Cash)		$7,873.75			
	301 - Capital Improvements			301.11000 (Cash)		$665.00			
151824	12/18/2025	Open			Accounts Payable	WEXBANK	$102.97		
	Invoice		Date	Description		Amount			
	10326817		12/15/2025	SHELL FUEL 12-15-25		$102.97			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$102.97			
151825	12/18/2025	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	$1,581.68		
	Invoice		Date	Description		Amount			
	S2278234.001		12/10/2025	PHONEX RAD AI4-IFS RADIOLINE EXTENSION		$535.25			
	S2277978.001		12/09/2025	RADIO LINK TO MOVE STORM S7 TO VT SCADA		$1,046.43			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$1,046.43			
	420 - WATER			420.11000 (Cash)		$535.25			
151826	12/18/2025	Open			Accounts Payable	DAVIS, ROY	$155.00		
	Invoice		Date	Description		Amount			
	CASQA 45639		10/08/2025	QSP and QSD Exam Registration		$155.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$155.00			
151827	12/18/2025	Open			Accounts Payable	DEL REAL, YESENIA	$85.22		
	Invoice		Date	Description		Amount			
	DEMAND -YDELREAL		12/17/2025	DEMAND - LUNCH REIMBURSEMENT		$85.22			
	Paying Fund			Cash Account		Amount			
	266 - Police Services Grants			266.11000 (Cash)		$85.22			
151828	12/18/2025	Open			Accounts Payable	ESTRADA, LUZ	$1,000.00		
	Invoice		Date	Description		Amount			
	18987566		12/01/2025	REFUND SENIOR CENTER WEEKEND RENTAL DEPOSIT 11/29-11/30/25		$1,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$1,000.00			
151829	12/18/2025	Open			Accounts Payable	FBINAA SACRAMENTO	$90.00		
	Invoice		Date	Description		Amount			
	NA SAC		12/10/2025	SACRAMENTO DIV. ANNUAL LUNCHEON - J.HEDDEN, M.PACHECO, D.SHAW		$90.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$90.00			

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From Payment Date: 12/12/2025 - To Payment Date: 1/1/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151830	12/18/2025	Open			Accounts Payable	FORTADO, AMANDA	$110.00		
	Invoice		Date	Description			Amount		
	TR 5232 PER DIEM		12/15/2025	POST CHIEFS EXECUTIVE REGIONAL SEMINAR, 1/6/26-1/9/26, MONTEREY			$110.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$110.00		
151831	12/18/2025	Open			Accounts Payable	HEDDEN, JASON	$110.00		
	Invoice		Date	Description			Amount		
	TR 5232 PER DIEM		12/15/2025	POST CHIEFS EXECUTIVE REGIONAL SEMINAR, 1/6/26-1/9/26, MONTEREY			$110.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$110.00		
151832	12/18/2025	Open			Accounts Payable	PACHECO, MIGUEL	$110.00		
	Invoice		Date	Description			Amount		
	TR 5232 PER DIEM		12/15/2025	POST CHIEFS EXECUTIVE REGIONAL SEMINAR, 1/6/26-1/9/26, MONTEREY			$110.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$110.00		
151833	12/18/2025	Open			Accounts Payable	PACIFIC POLYMERS IN	$945.16		
	Invoice		Date	Description			Amount		
	BP25-1447		12/03/2025	FULL REFUND OF BP#25-1447			$945.16		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$874.16		
	240 - Small Equipment Replacement			240.11000 (Cash)			$71.00		
151834	12/18/2025	Open			Accounts Payable	URBAN, NATHAN	$700.00		
	Invoice		Date	Description			Amount		
	TR 5234 PER DIEM		12/17/2025	ICI HOMICIDE INVESTIGATION, 1/4/26 - 1/16/26, MONTEREY			$700.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$700.00		
151835	12/18/2025	Open			Accounts Payable	Vue, Jerry	$129.92		
	Invoice		Date	Description			Amount		
	TR5202 Reimb		10/31/2025	Reimbursement to Jerry Vue Neogov Conference 9/28/25-10/1/2025			$129.92		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$129.92		
151836	12/18/2025	Open			Accounts Payable	WISNER, TIMOTHY	$100.00		
	Invoice		Date	Description			Amount		
	R25-008373		12/05/2025	A/C REFUND			$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			$100.00		
151837	12/19/2025	Open			Accounts Payable	FEDERAL EXPRESS	$156.09		
	Invoice		Date	Description			Amount		
	9-110-08892		12/19/2025	SHIPPING CHARGES FOR 12/19/25			$156.09		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$156.09		

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From Payment Date: 12/12/2025 - To Payment Date: 1/1/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
151838	12/19/2025	Open			Accounts Payable	TID	$2,405.86		

Invoice	Date	Description	Amount
044010039-2026	12/12/2025	STATEMENT OF ASSESMENT 1ST & 2ND INSTALLEMENT PARCEL 044010039	$475.80
050009002-2026	12/12/2025	STATEMENT OF ASSESMENT 1ST & 2ND INSTALLMENT	$118.00
044010040-2026	12/12/2025	STATEMENT OF ASSESMENT 1ST & 2ND INSTALLMENT	$95.16
044010039-2025A	03/28/2025	2025 IRRIGATION WATER USE 2ND INSTALLMENT PACEL 044010039	$600.00
044010040-2025A	03/28/2025	2025 IRRIGATION WATER USE 2ND INSTALLMENT PACEL 044010040	$120.00
044015008-2025A	03/28/2025	2025 IRRIGATION WATER USE 2ND INSTALLMENT PACEL 04015008	$340.20
089013001-2025A	03/28/2025	2025 IRRIGATION WATER USE 2ND INSTALLMENT PACEL 089013001	$656.70

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,405.86

Type Check Totals:	166 Transactions		$8,399,451.93
AP - Accounts Payable Totals			

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	164	$8,396,292.38	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	2	$3,159.55	$0.00
	Stopped	0	$0.00	$0.00
	Total	166	$8,399,451.93	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	164	$8,396,292.38	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	2	$3,159.55	$0.00
	Stopped	0	$0.00	$0.00
	Total	166	$8,399,451.93	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**164**	**$8,396,292.38**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**2**	**$3,159.55**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**166**	**$8,399,451.93**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**164**	**$8,396,292.38**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**2**	**$3,159.55**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**166**	**$8,399,451.93**	**$0.00**

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From Payment Date: 9/1/2025 - To Payment Date: 9/30/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PR - Payroll Account									
EFT									
164201	09/19/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$242,538.76		
	Invoice		Date	Description			Amount		
	9/13/25PR		09/19/2025	9/13/25PR-FEDERAL TAXES			$242,538.76		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$242,538.76		
164202	09/19/2025	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$76,450.47		
	Invoice		Date	Description			Amount		
	9/13/25PR		09/19/2025	9/13/25PR-STATE TAXES			$76,450.47		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$76,450.47		
164203	09/04/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$8,332.70		
	Invoice		Date	Description			Amount		
	BE006718187C		09/04/2025	DELTA DENTAL CLAIMS FOR 8/22/25-8/28/25			$8,332.70		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$8,332.70		
164204	09/04/2025	Open			Accounts Payable	UMR	$2,839.41		
	Invoice		Date	Description			Amount		
	8/26-9/2-FY24/25		09/04/2025	UMR CLAIMS FOR 8/26/25-9/2/25-FY 24/25			$2,839.41		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$2,839.41		
164205	09/04/2025	Open			Accounts Payable	UMR	$56,534.72		
	Invoice		Date	Description			Amount		
	8/26-9/2-FY25/26		09/04/2025	UMR CLAIMS FOR 8/26/25-9/2/25-FY 25/26			$56,534.72		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$56,534.72		
164206	09/05/2025	Open			Accounts Payable	CalPERS	$350.00		
	Invoice		Date	Description			Amount		
	100000018034826		09/05/2025	GASB 68 REPORTING SERVICES FEE FOR 25/26 AUDIT			$350.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$350.00		
164207	09/05/2025	Open			Accounts Payable	CA SDU	$1,704.91		
	Invoice		Date	Description			Amount		
	8/30/25PR		09/05/2025	8/30/25PR-CHILD SUPPORT PAYMENT			$1,704.91		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$1,704.91		
164208	09/05/2025	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	$2,897.00		
	Invoice		Date	Description			Amount		
	8/30/25PR		09/05/2025	8/30/25PR-GOLDEN 1 CU			$2,897.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$2,897.00		
164209	09/09/2025	Open			Accounts Payable	ICMA-RC	$111,389.02		
	Invoice		Date	Description			Amount		
	8/30/25PR		09/09/2025	8/30/25PR-ICMA			$111,389.02		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 9/1/2025 - To Payment Date: 9/30/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	104 - Payroll Clearing Fund			104.11000 (Cash)		$111,389.02			
164210	09/05/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$234,063.91		
	Invoice		Date	Description		Amount			
	8/30/25PR		09/05/2025	8/30/25PR-FEDERAL TAXES		$234,063.91			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$234,063.91			
164211	09/05/2025	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$73,765.80		
	Invoice		Date	Description		Amount			
	8/30/25PR		09/05/2025	8/30/25PR-STATE TAXES		$73,765.80			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$73,765.80			
164212	09/05/2025	Open			Accounts Payable	T A P O	$6,843.56		
	Invoice		Date	Description		Amount			
	8/30/25PR		09/05/2025	8/30/25PR-TAPO DUES		$6,843.56			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$6,843.56			
164213	09/05/2025	Open			Accounts Payable	T C E A	$3,017.25		
	Invoice		Date	Description		Amount			
	8/30/25PR		09/05/2025	8/30/25PR-TCEA DUES		$3,017.25			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$3,017.25			
164214	09/05/2025	Open			Accounts Payable	TMAPS	$200.00		
	Invoice		Date	Description		Amount			
	8/30/25PR		09/05/2025	8/30/25PR-TMAPS DUES		$200.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$200.00			
164215	09/09/2025	Open			Accounts Payable	T A P O	$18,293.24		
	Invoice		Date	Description		Amount			
	8/30/25PR-RHS		09/09/2025	8/30/25PR-TAPO RHS DUES		$18,293.24			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$18,293.24			
164216	09/05/2025	Open			Accounts Payable	T C E A	$74.50		
	Invoice		Date	Description		Amount			
	8/30/25PR-BENEVO		09/05/2025	8/30/25PR-TCEA BENEVOLENCE DUES		$74.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$74.50			
164217	09/09/2025	Open			Accounts Payable	TFRA	$10,356.60		
	Invoice		Date	Description		Amount			
	8/30/25PR-RHS		09/09/2025	8/30/25PR-TFRA RHS DUES		$10,356.60			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$10,356.60			
164218	09/08/2025	Open			Accounts Payable	CalPERS	$367,247.24		
	Invoice		Date	Description		Amount			
	8/30/25PR		09/08/2025	8/30/25PR-CALPERS		$367,247.24			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$367,247.24			

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From Payment Date: 9/1/2025 - To Payment Date: 9/30/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
164219	09/09/2025	Open			Accounts Payable	CalPERS	$13,003.11		
	Invoice		Date	Description			Amount		
	5/10/25PR-ADJ		09/09/2025	5/10/25PR-CALPERS-TAPO HOLIDAY CASH OUTS ADJ			$13,003.11		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$13,003.09		
	110 - General Fund			110.11000 (Cash)			$0.02		
164220	09/10/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$6,568.20		
	Invoice		Date	Description			Amount		
	BE006728196C		09/10/2025	DELTA DENTAL CLAIMS FOR 8/29/25-9/4/25			$6,568.20		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$6,568.20		
164221	09/10/2025	Open			Accounts Payable	UMR	$7,799.62		
	Invoice		Date	Description			Amount		
	9/3-9/8-FY24/25		09/10/2025	UMR CLAIMS FOR 9/3/25-9/8/25-FY 24/25			$7,799.62		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$7,799.62		
164222	09/10/2025	Open			Accounts Payable	UMR	$112,401.79		
	Invoice		Date	Description			Amount		
	9/3-9/8-FY25/26		09/10/2025	UMR CLAIMS FOR 9/3/25-9/8/25-FY 25/26			$112,401.79		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$112,401.79		
164223	09/17/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$5,444.20		
	Invoice		Date	Description			Amount		
	BE006731276C		09/17/2025	DELTA DENTAL CLAIMS FOR 9/5/25-9/11/25			$5,444.20		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$5,444.20		
164224	09/17/2025	Open			Accounts Payable	UMR	$166,058.47		
	Invoice		Date	Description			Amount		
	9/9-9/15-FY24/25		09/17/2025	UMR CLAIMS FOR 9/9/25-9/15/25-FY 24/25			$166,058.47		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$166,058.47		
164225	09/17/2025	Open			Accounts Payable	UMR	$79,397.67		
	Invoice		Date	Description			Amount		
	9/9-9/15-FY25/26		09/17/2025	UMR CLAIMS FOR 9/9/25-9/15/25-FY 25/26			$79,397.67		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$79,397.67		
164226	09/19/2025	Open			Accounts Payable	CA SDU	$1,704.91		
	Invoice		Date	Description			Amount		
	9/13/25PR		09/19/2025	9/13/25PR-CHILD SUPPORT PAYMENT			$1,704.91		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$1,704.91		
164227	09/19/2025	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	$2,897.00		
	Invoice		Date	Description			Amount		
	9/13/25PR		09/19/2025	9/13/25PR-GOLDEN 1 CU			$2,897.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$2,897.00		

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From Payment Date: 9/1/2025 - To Payment Date: 9/30/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
164228	09/23/2025	Open			Accounts Payable	ICMA-RC	$112,860.28		
	Invoice		Date	Description			Amount		
	9/13/25PR		09/23/2025	9/13/25PR-ICMA			$112,860.28		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$112,860.28		
164229	09/19/2025	Open			Accounts Payable	T A P O	$6,852.78		
	Invoice		Date	Description			Amount		
	9/13/25PR		09/19/2025	9/13/25PR-TAPO DUES			$6,852.78		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$6,852.78		
164230	09/19/2025	Open			Accounts Payable	T C E A	$3,017.25		
	Invoice		Date	Description			Amount		
	9/13/25PR		09/19/2025	9/13/25PR-TCEA DUES			$3,017.25		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$3,017.25		
164231	09/19/2025	Open			Accounts Payable	TFRA	$6,814.80		
	Invoice		Date	Description			Amount		
	9/13/25PR		09/19/2025	9/13/25PR-TFRA DUES			$6,814.80		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$6,814.80		
164232	09/19/2025	Open			Accounts Payable	TURLOCK CITY FIRE INC	$360.00		
	Invoice		Date	Description			Amount		
	9/13/25PR		09/19/2025	9/13/25PR-FIRE INC DUES			$360.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$360.00		
164233	09/19/2025	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	$110.00		
	Invoice		Date	Description			Amount		
	9/13/25PR		09/19/2025	9/13/25PR-TURLOCK HEALTH CLUB			$110.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$110.00		
164234	09/23/2025	Open			Accounts Payable	T A P O	$18,313.36		
	Invoice		Date	Description			Amount		
	9/13/25PR-RHS		09/23/2025	9/13/25PR-TAPO RHS DUES			$18,313.36		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$18,313.36		
164235	09/19/2025	Open			Accounts Payable	T C E A	$74.50		
	Invoice		Date	Description			Amount		
	9/13/25PR-BENEVO		09/19/2025	9/13/25PR-TCEA BENEVOLENCE DUES			$74.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$74.50		
164236	09/23/2025	Open			Accounts Payable	TFRA	$10,379.00		
	Invoice		Date	Description			Amount		
	9/13/25PR-RHS		09/23/2025	9/13/25PR-TFRA RHS DUES			$10,379.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$10,379.00		

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From Payment Date: 9/1/2025 - To Payment Date: 9/30/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
164237	09/23/2025	Open			Accounts Payable	CalPERS	$368,384.64		
	Invoice		Date	Description			Amount		
	9/13/25PR		09/23/2025	9/13/25PR-CALPERS			$368,384.64		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$368,384.64		
164238	09/24/2025	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$4,926.60		
	Invoice		Date	Description			Amount		
	BE006740556C		09/24/2025	DELTA DENTAL CLAIMS FOR 9/12/25-9/18/25			$4,926.60		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$4,926.60		
164239	09/24/2025	Open			Accounts Payable	UMR	$418.15		
	Invoice		Date	Description			Amount		
	OCT 25 CUSTODIAL		09/24/2025	UMR OCTOBER 2025 CUSTODIAL AND BANKING FEE			$418.15		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$418.15		
164240	09/24/2025	Open			Accounts Payable	UMR	$5,638.44		
	Invoice		Date	Description			Amount		
	9/16-9/22-FY2025		09/24/2025	UMR CLAIMS FOR 9/16/25-9/22/25-FY 24/25			$5,638.44		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$5,638.44		
164241	09/24/2025	Open			Accounts Payable	UMR	$66,301.29		
	Invoice		Date	Description			Amount		
	9/16-9/22-FY2026		09/24/2025	UMR CLAIMS FOR 9/16/25-9/22/25-FY 25/26			$66,301.29		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$66,301.29		
164242	09/24/2025	Open			Accounts Payable	UMR	$162,179.51		
	Invoice		Date	Description			Amount		
	OCT 25 PREM		09/24/2025	UMR OCTOBER 2025 HEALTH PREMIUMS			$162,179.51		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$162,179.51		
164243	09/24/2025	Open			Accounts Payable	SUN LIFE ASSURANCE COMPANY OF CANADA	$19,724.28		
	Invoice		Date	Description			Amount		
	OCT 2025		09/24/2025	LTD AND LIFE INSURANCE - OCTOBER 2025			$19,724.28		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$19,724.28		
164244	09/25/2025	Open			Accounts Payable	UMR	($1,004.17)		
	Invoice		Date	Description			Amount		
	AUG25 COBRA REF		09/25/2025	UMR AUGUST COBRA REFUND			($1,004.17)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			($1,004.17)		
164245	09/25/2025	Open			Accounts Payable	UMR	($25,110.10)		
	Invoice		Date	Description			Amount		
	AUG25 RET REF		09/25/2025	UMR AUGUST 2025 RETIREE REFUND			($25,110.10)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			($25,110.10)		

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From Payment Date: 9/1/2025 - To Payment Date: 9/30/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
164246	09/30/2025	Open			Accounts Payable	Optum Bank, Inc.	$22,915.01		

Invoice	Date	Description	Amount
8/30/25PR	09/05/2025	8/30/25PR-HSA EE & ER	$11,424.17
9/13/25PR	09/19/2025	9/13/25PR-HSA EE & ER	$11,490.84

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	$22,915.01

Type EFT Totals: 46 Transactions $2,395,329.68

PR - Payroll Account Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	46	$2,395,329.68	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	46	$2,395,329.68	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	46	$2,395,329.68	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	46	$2,395,329.68	$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**46**	**$2,395,329.68**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**46**	**$2,395,329.68**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**46**	**$2,395,329.68**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**46**	**$2,395,329.68**	**$0.00**

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From Payment Date: 10/1/2025 - To Payment Date: 10/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
6032	10/07/2025	Open			Accounts Payable	WFG National Title Insurance Company	$100,000.00		
	Invoice		Date	Description			Amount		
	Escrow 25-194746		10/07/2025	1600 Linden Lane, Turlock CA			$100,000.00		
	Paying Fund			Cash Account			Amount		
	257 - State HOME Funds			257.11000 (Cash)			$100,000.00		
6035	10/24/2025	Open			Accounts Payable	US BANK-VISA	$133,215.84		
	Invoice		Date	Description			Amount		
	10/22/2025X9452		10/24/2025	Procurement Card Charges - 10/22/25 Statement			$133,215.84		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$133,215.84		
6036	10/21/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	$899.36		
	Invoice		Date	Description			Amount		
	823699066		10/20/2025	PREMIUMS OCTOBER 2025 - TCEA			$899.36		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$899.36		
6037	10/21/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	$76.65		
	Invoice		Date	Description			Amount		
	823699067		10/20/2025	PREMIUMS OCTOBER 2025 - CONFIDENTIAL			$76.65		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$76.65		
6038	10/21/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	$413.91		
	Invoice		Date	Description			Amount		
	823699070		10/20/2025	PREMIUMS OCTOBER 2025 - TAPO			$413.91		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$413.91		
6039	10/21/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	$25.55		
	Invoice		Date	Description			Amount		
	823688972		10/20/2025	PREMIUMS OCTOBER 2025 - CITY OF TURLOCK			$25.55		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$25.55		
6040	10/21/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	$97.09		
	Invoice		Date	Description			Amount		
	823699062		10/20/2025	PREMIUMS OCTOBER 2025 - MANAGEMENT			$97.09		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$97.09		
6041	10/21/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	$25.55		
	Invoice		Date	Description			Amount		
	823699063		10/20/2025	PREMIUMS OCTOBER 2025 - EXECUTIVE TEAM			$25.55		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$25.55		
6042	10/21/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	$81.76		
	Invoice		Date	Description			Amount		
	823699065		10/20/2025	PREMIUMS OCTOBER 2025 - RETIREES			$81.76		
	Paying Fund			Cash Account			Amount		

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	511 - Health Care			511.11000 (Cash)			$81.76			
6043	10/21/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$209.51		
	Invoice		Date	Description			Amount			
	823699068		10/20/2025	PREMIUMS OCTOBER 2025 - FIRE			$209.51			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$209.51			
6044	10/21/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$30.66		
	Invoice		Date	Description			Amount			
	823699069		10/20/2025	PREMIUMS OCTOBER 2025 - TMAPS			$30.66			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$30.66			
6045	10/21/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$10.22		
	Invoice		Date	Description			Amount			
	823699064		10/20/2025	PREMIUMS OCTOBER 2025 - COBRA			$10.22			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$10.22			
6046	10/21/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$525.60		
	Invoice		Date	Description			Amount			
	823704052		10/20/2025	CLAIMS SEPTEMBER 2025 - MANAGEMENT			$525.60			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$525.60			
6047	10/21/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$197.13		
	Invoice		Date	Description			Amount			
	823704051		10/20/2025	CLAIMS SEPTEMBER 2025 - COBRA			$197.13			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$197.13			
6048	10/21/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$1,511.66		
	Invoice		Date	Description			Amount			
	823704049		10/20/2025	CLAIMS SEPTEMBER 2025 - TCEA			$1,511.66			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$1,511.66			
6049	10/21/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$194.50		
	Invoice		Date	Description			Amount			
	823704048		10/20/2025	CLAIMS SEPTEMBER 2025 - CONFIDENTIAL			$194.50			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$194.50			
6050	10/21/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$532.71		
	Invoice		Date	Description			Amount			
	823704047		10/20/2025	CLAIMS SEPTEMBER 2025 - FIRE			$532.71			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$532.71			
6051	10/21/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$1,440.39		
	Invoice		Date	Description			Amount			
	823704045		10/20/2025	CLAIMS SEPTEMBER 2025 - TAPO			$1,440.39			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$1,440.39			

Payment Register

From Payment Date: 10/1/2025 - To Payment Date: 10/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type EFT Totals:					18 Transactions		$239,488.09		
AP - Accounts Payable Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	18	$239,488.09	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	18	$239,488.09	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	18	$239,488.09	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	18	$239,488.09	$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**18**	**$239,488.09**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**18**	**$239,488.09**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**18**	**$239,488.09**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**18**	**$239,488.09**	**$0.00**

Payment Register

From Payment Date: 11/1/2025 - To Payment Date: 11/30/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
6034	11/24/2025	Open			Accounts Payable	CAL VALLEY CONSTRUCTION, INC.	$1,490,262.67		
	Invoice		Date	Description			Amount		
	PP11/22-001Pack1		11/05/2025	22-001 Citywide Rehab & Impov Project Various Loc-Final Nov 2025			$1,490,262.67		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$1,490,262.67		
6052	11/26/2025	Open			Accounts Payable	US BANK-VISA	$136,577.80		
	Invoice		Date	Description			Amount		
	11/24/2025X9452		11/26/2025	Procurement Card Charges - 11/24/25 Statement			$136,577.80		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$136,577.80		
6053	11/19/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	$15.33		
	Invoice		Date	Description			Amount		
	823889143		11/17/2025	PREMIUMS NOVEMBER 2025 - CITY OF TURLOCK			$15.33		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$15.33		
6054	11/19/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	$97.09		
	Invoice		Date	Description			Amount		
	823900126		11/17/2025	PREMIUMS NOVEMBER 2025 - MANAGEMENT			$97.09		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$97.09		
6055	11/19/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	$10.22		
	Invoice		Date	Description			Amount		
	823900127		11/17/2025	PREMIUMS NOVEMBER 2025 - COBRA			$10.22		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$10.22		
6056	11/19/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	$25.55		
	Invoice		Date	Description			Amount		
	823900128		11/17/2025	PREMIUMS NOVEMBER 2025 - EXECUTIVE TEAM			$25.55		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$25.55		
6057	11/19/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	$909.58		
	Invoice		Date	Description			Amount		
	823900129		11/17/2025	PREMIUMS NOVEMBER 2025 - TCEA			$909.58		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$909.58		
6058	11/19/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	$76.65		
	Invoice		Date	Description			Amount		
	823900133		11/17/2025	PREMIUMS NOVEMBER 2025 - CONFIDENTIAL			$76.65		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$76.65		
6059	11/19/2025	Open			Accounts Payable	VISION SERVICE PLAN CA	$209.51		
	Invoice		Date	Description			Amount		
	823900134		11/17/2025	PREMIUMS NOVEMBER 2025 - FIRE			$209.51		
	Paying Fund			Cash Account			Amount		

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	511 - Health Care			511.11000 (Cash)			$209.51			
6060	11/19/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$434.35		
	Invoice		Date	Description			Amount			
	823900132		11/17/2025	PREMIUMS NOVEMBER 2025 - TAPO			$434.35			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$434.35			
6061	11/19/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$30.66		
	Invoice		Date	Description			Amount			
	823900131		11/17/2025	PREMIUMS NOVEMBER 2025 - TMAPS			$30.66			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$30.66			
6062	11/19/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$81.76		
	Invoice		Date	Description			Amount			
	823900130		11/17/2025	PREMIUMS NOVEMBER 2025 - RETIREES			$81.76			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$81.76			
6063	11/19/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$105.00		
	Invoice		Date	Description			Amount			
	823905513		11/17/2025	CLAIMS OCTOBER 2025 - CONFIDENTIAL			$105.00			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$105.00			
6064	11/19/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$495.87		
	Invoice		Date	Description			Amount			
	823905522		11/17/2025	CLAIMS OCTOBER 2025 - MANAGEMENT			$495.87			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$495.87			
6065	11/19/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$654.00		
	Invoice		Date	Description			Amount			
	823905525		11/17/2025	CLAIMS OCTOBER 2025 - FIRE			$654.00			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$654.00			
6066	11/19/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$959.60		
	Invoice		Date	Description			Amount			
	823905529		11/17/2025	CLAIMS OCTOBER 2025 - TAPO			$959.60			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$959.60			
6067	11/19/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$269.62		
	Invoice		Date	Description			Amount			
	823905535		11/17/2025	CLAIMS OCTOBER 2025 - RETIREES			$269.62			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$269.62			
6068	11/19/2025	Open			Accounts Payable	VISION SERVICE PLAN CA		$3,105.94		
	Invoice		Date	Description			Amount			
	823905516		11/17/2025	CLAIMS OCTOBER 2025 - TCEA			$3,105.94			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$3,105.94			

Payment Register

From Payment Date: 11/1/2025 - To Payment Date: 11/30/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
6069	11/04/2025	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	$24.00		

Invoice	Date	Description	Amount
07/01/25-9/30/25	09/30/2025	JUL-SEPT 2025 CNG FUEL TAX	$24.00

Paying Fund	Cash Account	Amount
505 - Fleet	505.11000 (Cash)	$24.00

Type EFT Totals: 19 Transactions $1,634,345.20

AP - Accounts Payable Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	$1,634,345.20	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	19	$1,634,345.20	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	$1,634,345.20	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	19	$1,634,345.20	$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**19**	**$1,634,345.20**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**19**	**$1,634,345.20**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**19**	**$1,634,345.20**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**19**	**$1,634,345.20**	**$0.00**

City Council , Public Financing Authority and Successor Agency to the Turlock Redevelopment Agency Joint Meeting Minutes

December 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 and Mayor Amy Bublak
Absent: Vice Mayor Rebecka Monez

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

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

Action: Approved **Motion:** Approval of Agenda as posted, motioned by Councilmember Abram, seconded by Councilmember Bixel and carried 4/0 by the following vote:

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

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

A. Turlock Police Department Animal Services - Adoptable Pets

Animal Services Supervisor Walthrop introduced Holly the dog and advised she is available for adoption soon.

B. Recognition: Stanislaus State Men's Soccer Team 2025

Mayor Bublak presented a certificate of recognition to the 2025 Stanislaus State Men's Soccer

Team. Interim City Manager Borrego offered details of the team's various accomplishments throughout the season.

C. Appointment: Measure L Citizens Oversight Committee, Parks, Art & Recreation Commission, Community Block Grant Selection Committee, and Planning Commission - Community Members

Mayor Bublak recommended Pam Franco to the Measure L Citizens Oversight Committee.

Action: Approved **Motion:** by Mayor Bublak, seconded by Councilmember Abram to approve the appointment of Pam Franco. Motion carried 4/0 by the following vote:

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

Mayor Bublak recommended Brent Bohlender, Michael Casale and Shehu Hassan to the Parks, Arts & Recreation Commission.

Action: Approved **Motion:** by Mayor Bublak, seconded by Councilmember Abram to approve the appointment of Brent Bohlender, Michael Casale and Shehu Hassan. Motion carried 4/0 by the following vote:

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

Mayor Bublak recommended Allison Jeffrey, Dejeune Shelton, Ron Bridegroom, Lupe Aguilera and Nathan Corey Higgins to the Community Block Grant Selection Committee.

Action: Approved **Motion:** by Mayor Bublak, seconded by Councilmember Abram to approve the appointment of Allison Jeffrey, Dejeune Shelton, Ron Bridegroom, Lupe Aguilera and Nathan Corey Higgins. Motion carried 4/0 by the following vote:

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

Mayor Bublak recommended Matthew Davis and Patrick Shields to the Planning Commission.

Action: Approved **Motion:** by Mayor Bublak, seconded by Councilmember Abram to approve the appointment of Matthew Davis and Patrick Shields. Motion carried 4/0 by the following vote:

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

6. **PUBLIC PARTICIPATION**

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

Milt Trieweiler
America Lucindo Lara
Julianne Phillips

With no further comments, Mayor Bublak closed public comment.

7. **CITY MANAGER REPORTS/UPDATES**

Interim City Manager Borrego invited Municipal Services Director Fisher to offer details in regard to the parking concern near Stanislaus State College. Borrego proceeded to provide updates on construction on Christmas Tree Lane in Turlock as well as various businesses within Turlock. She also mentioned the addition of Measure A content on the City of Turlock website as well as sharing gratitude to the Municipal Services department for the recent Christmas parade. Interim City Manager Borrego closed with wishing the community a great holiday season.

A. Monthly Department Reports

8. **CONSENT CALENDAR**

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

Action: Motion: by Councilmember Abram, seconded by Councilmember Phillips, to adopt the Consent Calendar and carried 4/0 by the following vote:

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

A. Accepting the weekly demands of November 7, 2025 through November 27, 2025 in the amount of $4,617,630.15

Action: Approved **Motion:** Accepting the weekly demands of November 7, 2025 through November 27, 2025 in the amount of $4,617,630.15

B. Accepting the Minutes of the November 18, 2025 Regular City Council Meeting

Action: Approved **Motion:** Accepting the Minutes of the November 18, 2025 Regular City

Council Meeting

C. Approving the City Council Meeting Calendar for 2026

Action: Approved **Resolution No. 2025-199:** Adopting the 2026 City Council meeting schedule in accordance with Turlock Municipal Code Section 2-1-02.

D. Accepting improvements for City Project No. 22-001 (Bid Package 1) for Roads Program CIP Projects and authorizing the City Engineer to file a Notice of Completion (Roads Program)

Action: Approved **Motion:** Accepting improvements for City Project No. 22-001 (Bid Package 1) for Roads Program CIP Projects and authorizing the City Engineer to file a Notice of Completion

E. Approving Amendment No. 6 for Task Order No. 3 with CCME, Inc. for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of $44,970.20 (Roads Program)

Action: Approved **Motion**: Approving Amendment No. 6 for Task Order No. 3 under the terms of the Master Agreement (City Contract No. 2024-112) with CCME, Inc. (Merced, California office) for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of $44,970.20 to be funded by Fund 115 "Measure A – Roads" for Bid Package 3 for City Project No. 23-068 as "CCME CM Task Order No. 3 for City Project No. 23-068, Bid Package 3"

F. Approving an agreement (City Contract 2026-084) with Firecode Safety Equipment, Inc in response to RFB No. 25-018, for Portable Fire Extinguisher Inspections and Services, for up to five years and a total compensation amount not to exceed $100,000 (Fleet Services)

Action: Approved **Motion:** Approving an agreement (City Contract No. 2026-084) with Firecode Safety Equipment, Inc., in response to Request for Bid (RFB) No. 25-018, for Portable Fire Extinguisher Inspections and Services for all City facilities and vehicles, for a term of up to five years and a total compensation amount not to exceed $100,000

G. Approving City-wide pay ranges for part time employees effective January 1, 2026 (Human Relations)

Action: Approved **Resolution No. 2025-200:** Approving City-wide pay ranges for part-time employees in accordance with the California Department of Industrial Relations Minimum Wage Requirement, effective January 1, 2026

H. Accepting an allocation of funds in the amount of $75,000 to administer the Selective Traffic Enforcement Program Grant through the California Office of Traffic Safety

Action: Approved **Resolution No. 2025-201:** Accepting an allocation of funds in the amount of $75,000 to administer the Selective Traffic Enforcement Program Grant through the California Office of Traffic Safety and appropriating said funds to Fund 266 "OTS Step Grant" account number 266-20-255-352.35720 and accounts 266-20-255-352.41100_013 "Overtime OTS Step Grant" with associated benefit accounts for overtime in the amount of $71,605, 266-

20-255-352.47095_019 "Training STEP Grant #PT26085" in the amount of $2,017, and 266-20-255-352.44001_045 "Supplies STEP Grant #PT26085" in the amount of $1,378.

I. Approving an agreement (City Contract No. 2026-089) with HSQ Tech Inc for maintenance service of the Telemetry software/hardware, for a term of up to five years and a total compensation amount not to exceed $450,000 (Water Quality Control)

Action: Approved **Resolution No. 2025-202**: Approving an agreement (City Contract No. 2026-089) with HSQ Tech Inc. for maintenance service of the telemetry software/hardware, and further determining, pursuant to Turlock Municipal Code Section 2-7-08(b)(6), that the best interests of the City require that the purchase be made without compliance with the formal bid procedure

J. Approving the Side Letter Agreement to the Schedule of Benefit Plans and Policies between the City of Turlock and the Confidential Employees Regarding Doctorate Degree Pay (Human Relations)

Action: Approved **Resolution No. 2025-203:** Approving the Side Letter Agreement to the Schedule of Benefit Plans and Policies between the City of Turlock and the Confidential Employees Regarding Doctorate Degree Pay

K. Approving an agreement with Virtual Project Manager, LLC for web-based project management services for a one-year term and automatic one-year renewals unless terminated (Engineering)

Action: Approved **Motion**: Approving an agreement (City Contract 2026-076), effective January 1, 2026, with Virtual Project Manager, LLC for web-based project management services, for a term of one year with automatic one-year renewals unless terminated, to be expensed from Fund 110 (General Fund)

L. Awarding bid and approving an agreement with Mid Cal Pipeline & Utilities, Inc. for City Project No. 25-051 "El Paseo Sanitary Sewer Main Replacement" in the amount of $350,950 (Engineering)

Action: Approved **Motion:** Awarding bid and approving an Agreement with Mid Cal Pipeline & Utilities, Inc., of Merced, California in the amount of $350,950 and authorizing a construction contingency amount of $36,000 (10.0%) for the construction of City Project No. 25-051 "El Paseo Sanitary Sewer Main Replacement" to be funded by Fund 410 "Water Quality Control"

Action: Approved **Resolution No. 2025-204:** Determining the award of bid for the construction of City Project No. 25-051 “El Paseo Sanitary Sewer Main Replacement” is exempt from the provisions of CEQA in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines and appropriating project funds from Fund 410 unallocated reserves totaling $551,950 to Fund 410 (Water Quality Control) account number 410-51-534.51300

M. Declaring the Intention to Order Annexation No. 40 for the property located at 2831 N. Walnut Road, (Stanislaus County Assessor’s Parcel 088-008-068), to Existing Community Facilities

District No. 2 (Development Services)

Action: Approved **Resolution No. 2025-205:** Declaring the Intention to Order Annexation No. 40 for the property located at 2831 N. Walnut Road, (Stanislaus County Assessor's Parcel 088-008-068), to Existing Community Facilities District No. 2 (Services Mitigation)

N. Approving an agreement with L.N. Curtis & Sons for turnout gear for three (3) years not to exceed annual amount of $150,000 (Fire Department)

Action: Approved **Motion:** Approving a three (3) year agreement with L.N. Curtis & Sons for an annual amount not to exceed $150,000 for the purchase of turnout gear and supplies.

O. Accepting the AB1600 Annual Report for Development Impact Fees for Fiscal Year 2024-2025 as required by California Government Code Section 66006(b) (Engineering)

Action: Approved **Motion:** Accepting the AB1600 Annual Report for Development Impact Fees for Fiscal Year 2024-2025 as required by California Government Code Section 66006(b)

P. Approving the purchase renewal of VMware software licensing and support with The [Re]Design Group for an annual amount not to exceed $194,844.00. (Information Technology)

Action: Approved **Resolution No. 2025-206:** Approving the three (3) year purchase renewal of VMware Cloud Foundation software licensing and support with The [Re]Design Group for an annual amount not to exceed $194,844.00, which includes a base quote of $177,844.00 and a contingency of $17,000.00 to accommodate potential growth in storage capacity.

Q. Amending the Successor Agency to the Turlock Redevelopment Agency Regular Meeting Schedule from Monthly to Annually (City Clerk)

Action: Approved **Resolution No. 2025-207:** Rescind Resolution 2013-167, and Amend Resolution 2012-023 to Adopt An Amended Regular Meeting Schedule for the Successor Agency to the Turlock Redevelopment Agency

9. **FINAL READINGS**

A. Second and Final Reading of an Ordinance Amending Turlock Municipal Code Title 2, Chapter 7, regarding purchasing system to standardize and update the procurement and contracting process (Finance)

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

Motioned by Councilmember Abram, seconded by Councilmember Bixel and carried 4/0 by the following vote:

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

Action: Approved **Ordinance 1337-CS**: Second and Final Reading Amending Turlock Municipal Code Title 2, Chapter 7, regarding purchasing system to standardize and update the procurement and contracting process

10. **PUBLIC HEARINGS**

A. Introduction and first reading of an Ordinance amending Turlock Municipal Code Title 8, Chapter 1, Article 1; Section 02, Chapter 2, Article 1, Section 02; Chapter 5, Article 1, Section 02 and Chapter 6 Article 1 Section 02 to adopt the 2025 California Building Standards Code. (Development Services)

Development Services Director Werner presented the item.

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

Motioned by Councilmember Bixel, seconded by Councilmember Abram and carried 4/0 by the following vote:

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

Action: Approved **Motion:** Adopt the 2025 California Building Standards Code

Approved **First Reading of an Ordinance**: Amend Turlock Municipal Code Title 8, Chapter 1, Article 1; Section 02, Chapter 2, Article 1, Section 02; Chapter 5, Article 1, Section 02 and Chapter 6 Article 1, Section 02 to adopt the 2025 California Building Standards Code.

B. Approval of proposed annexation of 1601 W. Monte Vista Avenue, 3201 Four Seasons Drive, and 3130 E Tuolumne Road into Community Facilities District No. 2 following a public hearing and mailed ballot election of affected property owners (Development Services)

Development Services Director Werner introduced the item.

Development Services Director Werner asked the City Clerk to confirm receipt of the following documents: a) Proof of Publication of Notice of Public Hearing; b) Signed Waiver and Consent; c) Completed and Signed Ballot and d) Signed Certificate of Clerk Regarding Receipt of Property Owner Waiver and Consent Form and Ballot Declaring Election Results.

City Clerk Nichole Fiez so confirmed.

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

Milt Trieweiler

With no further comments, Mayor Bublak closed public comment.

Motioned by Councilmember Abram, seconded by Councilmember Bixel and carried 4/0 by the following vote:

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

Action: Approved: **Resolution No. 2025-208:** Calling a Special, Mailed-Ballot Election respecting Proposed Annexation Number 39 to existing Community Facilities District Number 2 (Services Mitigation)

Action: Approved: **Resolution No. 2025-209:** Declaring the results of the Mailed-Ballot Election respecting Proposed Annexation Number 39 to Community Facilities District Number 2 (Services Mitigation) and ordering annexation.

C. Confirming making no change in the cap on the number of beds that may be permitted under the nondiscretionary permit process within the SB 2 emergency shelter overlay district (Development Services)

Development Services Director Werner presented the item.

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

Motioned by Councilmember Abram, seconded by Councilmember Bixel and carried 4/0 by the following vote:

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

Action: Approved **Motion:** Confirm making no change in the cap on the number of beds that may be permitted under the nondiscretionary permit process within the SB 2 Emergency Shelter Overlay District

D. Accepting the 2025 Public Health Goal Report (Regulatory Affairs)

Regulatory Affairs Manager Tejeda and Staff Services Analyst Madrigal presented the item.

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

Milt Triewieler

With no further comments, Mayor Bublak closed public comment.

Motioned by Councilmember Abram, seconded by Councilmember Bixeland carried 4/0 by the following vote:

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

Action: Approved **Motion**: Accepting the 2025 Public Health Goal Report

E. Revising the City of Turlock's Sidewalk Policy By:
Introduction and first reading of an ordinance amending Turlock Municipal Code Title 7 (Public Works), Chapter 7-2 (Street Improvements), Article 6 (Miscellaneous Provisions), and amending Chapter 7-6 (Sidewalk Maintenance and Repair Obligations); Adopting resolutions related to a sidewalk repair assistance program, offsetting encroachment permit fees, rescinding Resolution 1992-081 and related budget amendments (Municipal Services)

Municipal Services Director Fisher in conjunction with Megan Burke of Jarvis Fay, LLP, presented the item.

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

Motioned by Councilmember Bixel, seconded by Councilmember Abram and carried 4/0 by the following vote:

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

Action: Approved **Motion:** Amend Chapter 7-6 (Sidewalk Maintenance and Repair Obligations)

Action: Approved **First Reading of an Ordinance:** Amend Turlock Municipal Code Title 7 (Public Works), Chapter 7-2 (Street Improvements), Article 6 (Miscellaneous Provisions), and amending Chapter 7-6 (Sidewalk Maintenance and Repair Obligations)

Action: Approved **Resolution No. 2025-210:** Adopting a sidewalk repair assistance program and authorizing the City Manager or Interim City Manager to administer the sidewalk repair assistance program and Amend the Fiscal Year 2025–26 budget to reflect $100,000 in revenue (account 218-40-463.35350 – Sidewalk Repair Program) and $400,000 in expenses (account 218-40-463.47320_001 – Repair Program Sidewalk) from Fund 218 (Measure L) unallocated reserves

Action: Approved **Resolution No. 2025-211:** Increasing the commitment established in Resolution 2025-072 from $25,000 to $50,000 and appropriate $25,000 to Fund 217 “Streets – Gas Tax” account number 217-50-510.47320_001 “Repair Program Sidewalk” from unallocated reserves for offsetting encroachment permit fees for qualifying frontage improvement projects

Action: Approved **Resolution No. 2025-212:** Rescinding Resolution 1992-081

F. Annual Review of the Development Agreement for Plan4 Dream (Development Services)
Development Services Director Werner presented the item.

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

Rob Bridegroom
Zachary Drivon

With no further comments, Mayor Bublak closed public comment.

Motioned by Councilmember Abram, seconded by Councilmember Bixel and carried 3/1 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Yes	Absent	Yes	No

Action: Approved **Resolution No. 2025-213:** Finding that Plan4Dream has complied in good faith with the terms and conditions of the Development Agreement (DA) between Plan4Dream, formerly JDI Farms, and the City of Turlock for the operation of an indoor cannabis cultivation, manufacturing and distribution business at 600 D Street, Stanislaus Assessor's Parcel Number 043-018-016.

G. Annual Review of the Development Agreement for NHC (Development Services)

Development Services Director Werner presented the item.

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

Motioned by Councilmember Abram, seconded by Councilmember Bixel and carried 3/1 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Yes	Absent	Yes	No

Action: Approved **Resolution No. 2025-214:** Finding that NHC has complied in good faith with the terms and conditions of the Development Agreement (DA) between NHC and the City of Turlock for the operation of a cannabis retail dispensary at 3401 W. Monte Vista Avenue, Stanislaus Assessor's Parcel Number 087-003-039.

H. Annual Review of the Development Agreement for Perfect Union (Development Services)

Development Services Director Werner presented the item.

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

Motioned by Councilmember Abram, seconded by Councilmember Bixel and carried 3/1 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Yes	Absent	Yes	No

Action: Approved **Resolution No. 2025-215:** Finding that Perfect Union has complied in good faith with the terms and conditions of the Development Agreement (DA) between Perfect Union and the City of Turlock for the operation of a cannabis retail dispensary at 2500 N. Golden State Boulevard, Stanislaus Assessor's Parcel Number 088-007-025.

I. Annual Review of the Development Agreement for Firehouse (Development Services)

Development Services Director Werner presented the item.

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

Zachary Drivon

With no further comments, Mayor Bublak closed public comment.

Motioned by Councilmember Abram, seconded by Councilmember Bixel and carried 3/1 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Yes	Absent	Yes	No

Action: Approved **Resolution No. 2025-216:** Finding that Firehouse has complied in good faith with the terms and conditions of the Development Agreement (DA) between Firehouse and the City of Turlock for the operation of a cannabis retail dispensary at 1601 W. Main Street, Stanislaus Assessor's Parcel Number 089-015-006.

J. Annual Review of the Development Agreement for The Evergreen Market dba FF Farms (Development Services)

Development Services Director Werner presented the item.

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

Motioned by Councilmember Abram, seconded by Councilmember Bixel and carried 3/1 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Yes	Absent	Yes	No

Action: Approved **Resolution No. 2025-217:** Finding that The Evergreen Market dba FF Farms has complied in good faith with the terms and conditions of the Development Agreement (DA) between The Evergreen Market dba FF Farms and the City of Turlock for the operation of a cannabis retail dispensary at 101 E. Glenwood Avenue, Stanislaus Assessor's Parcel Number 044-022-013.

K. Annual Review of the Development Agreement for Flavor Farms (Development Services)

Development Services Director Werner presented the item.

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

Motioned by Councilmember Abram, seconded by Councilmember Bixel and carried 3/1 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
Yes	Yes	Absent	Yes	No

Action: Approved **Resolution No. 2025-218:** Finding that 680 D St., LLC dba Flavor Farms has complied in good faith with the terms and conditions of the Development Agreement (DA) between 680 D St., LLC and the City of Turlock for the operation of a cannabis retail dispensary at 680 D Street, Stanislaus Assessor's Parcel Number 089-015-006.

Mayor Bublak paused the City Council meeting at 7:09 PM and opened the Public Financing Authority.

11. ACTION ITEMS OF THE PUBLIC FINANCING AUTHORITY

A. Amending the Public Financing Authority's Regular Meeting Schedule from Monthly to Annually (City Clerk)

City Clerk Fiez and Finance Director Moreno presented the item.

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

Milt Trieweiler

With no further comments, Chairperson Bublak closed public comment.

Motioned by Authority Member Bixel, seconded by Authority Member Abram and carried 4/0 by the following vote:

Authority Member Abram	Authority Member Bixel	Authority Member Monez	Authority Member Phillips	Chairperson Bublak
Yes	Yes	Absent	Yes	Yes

Action: Approved **Resolution No. PFA 2025-001:** Rescind and Replace PFA-2013-002 and Adopt an Amended Regular Meeting Schedule for the Public Financing Authority

Mayor Bublak closed the Public Financing Authority at 7:12 PM and opened the Successor Agency to the Turlock Redevelopment Agency.

12. **ACTION ITEMS OF THE SUCCESSOR AGENCY FOR THE TURLOCK REDEVELOPMENT AGENCY**

A. Approving a Recognized Obligation Payment Schedule for the fiscal period from July 1, 2026 through June 30, 2027 (ROPS 26-27) pursuant to Health and Safety Code Section 34177 and taking related actions (Finance)

Finance Director Moreno presented the item.

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

Milt Trieweiler

With no further comments, Chairperson Bublak closed public comment.

Motioned by Agency Member Abram, seconded by Agency Member Bixel and carried 4/0 by the following vote:

Agency Member Abram	Agency Member Bixel	Agency Member Monez	Agency Member Phillips	Chairperson Bublak
Yes	Yes	Absent	Yes	Yes

Action: Approved **Resolution No. SA RDA 2025-001**: Recognizing Obligation Payment Schedule for the fiscal period from July 1, 2026, through June 30, 2027 (ROPS 26-27) pursuant to Health and Safety Code Section 34177 and taking related actions

B. Approving proposed administrative budgets for the six-month fiscal periods from July 1, 2026 through December 31, 2026 and from January 1, 2027 through June 30, 2027 and taking related actions (Finance)

Finance Director Moreno presented the item.

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

Milt Trieweiler

With no further comments, Chairperson Bublak closed public comment.

Motioned by Agency Member Abram, seconded by Agency Member Bixel and carried 4/0 by the following vote:

Agency Member Abram	Agency Member Bixel	Agency Member Monez	Agency Member Phillips	Agency Member Bublak
Yes	Yes	Absent	Yes	Yes

Action: Approved **Resolution No. SA_RDA 2025-002**: Approve proposed administrative budgets for the six-month fiscal periods from July 1, 2026, through December 31, 2026, and from January 1, 2027, through June 30, 2027, and taking related actions

Maybor Bublak closed the Successor Agency for the Turlock Redevelopment Agency and reconvened the City of Turlock Council meeting at 7:21 PM.

13. **ACTION ITEMS**

A. Approving payment of annual investor invoice of $50,000 for year five (5) of a five-year Memorandum of Understanding (MOU) with Stanislaus Business Alliance (Opportunity Stanislaus) Economic Development and Workforce Strategies and authorizing the City Manager approve annual payment (Economic Development)

Economic Development Director Sims presented the item in conjunction with Dave White of Opportunity Stanislaus.

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

Rob Bridegroom

With no further comments, Mayor Bublak closed public comment.

Motioned by Councilmember Abram, seconded by Councilmember Bixel and carried 4/0 by the following vote:

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

Action: Approved **Motion:** Approving payment of annual investor invoice of $50,000 for year five (5) of a five-year Memorandum of Understanding (MOU) with Stanislaus Business Alliance (Opportunity Stanislaus) Economic Development and Workforce Strategies and authorizing the City Manager to approve annual payment.

B. Approving the Classification Study Final Report, Revised/Reformatted and New Job Descriptions, and Amending the Associated Salary Schedules Effective December 9, 2025 (Human Relations)

Human Relations Director Dhami presented the item in conjunction with Geoff Rothman of Sloan Sakai Yeung & Wong LLP.

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

Ron Bridegroom

With no further comments, Mayor Bublak closed public comment.

Motioned by Councilmember Abram, seconded by Councilmember Bixel and carried 4/0 by the following vote:

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

Action: Approved **Resolution No. 2025-219:** Approving the Classification Study Final Report, revised/reformatted and new job descriptions, and amend the Management Salary Schedule, Confidential Salary Schedule, Turlock City Employees Association (TCEA) Salary Schedule, Turlock Associated Police Officers (TAPO) Salary Schedule, Turlock Management Association-Public Safety (TMAPS) (Police) Salary Schedule and approve an Unrepresented Salary Schedule effective December 9, 2025.

C. Adopting Amendments to the Fiscal Year 2025-2026 Budget as a Result of the First Quarter Budget Review (Finance)

Finance Director Moreno presented the item.

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

Ron Bridegroom

With no further comments, Mayor Bublak closed public comment.

Motioned by Councilmember Abram, seconded by Councilmember Bixel and carried 4/0 by the following vote:

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

Action: Approved **Resolution No. 2025-220:** Adopting Amendments to the Fiscal Year 2025-2026 Budget as a Result of the First Quarter Budget Review

D. Appropriating $75,000 to the Information Technology fund and approving a purchase agreement for Enterprise Permitting and Licensing software from Tyler Technologies for an initial three-year term of $974,589. (Information Technology)

Information Technology Director Showalter presented the item.

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

Milt Trieweiler

With no further comments, Mayor Bublak closed public comment.

Motioned by Councilmember Abram, seconded by Councilmember Bixel and carried 4/0 by the following vote:

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

Action: Approved **Motion:** Approving the agreement with Tyler Technologies for the purchase of Enterprise Permitting and Licensing software for an initial three-year term of $974,589 which includes setup, implementation, and annual recurring fees along with a ten percent (10%) contingency utilizing Sourcewell contract No.060624-TTI, 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.

Action: Approved **Resolution No. 2025-221:** Appropriating $75,000 to Fund 501 "Information Technology" account 501-10-130.43045 - Computer Maintenance for the agreement with Tyler Technologies for the purchase of Enterprise Permitting and Licensing software**.**

14. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS

Councilmember Abram extended her gratitude to all members who were involved in the Christmas parade and wished the community happy holidays.

Councilmember Bixel extended his gratitude to Karen Packwood and Parks and Recreation staff for facilitating the Christmas Parade and creating the Council float.

Councilmember Phillips thanked the staff for the Council float in the Christmas parade and shared that it was a wonderful experience. In closing, she wished the community happy holidays.

Mayor Bublak requested a quick demonstration of the Measure A content on the City of Turlock website. In addition, she requested an update on the Senior Center roof as well as the water meters. Mayor Bublak also requested staff to direct their research to opportunity zones. In closing, she extended her gratitude for the Christmas parade and wished everyone a safe Christmas and New Year.

15. **CLOSED SESSION**

A. Public Employee Appointment, Cal. Gov't Code §54957(b)(1)
Title: City Attorney (Discussion Only)

B. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)
"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."
Potential Case(s): One (1)

16. **REPORTS FROM CLOSED SESSION**

None

17. **ADJOURNMENT**

Mayor Bublak adjourned the meeting at 9:20 PM.

Respectfully Submitted,

_____
Christina Cabada, City Clerk Trainee

Christopher Fisher
MUNICIPAL SERVICES DIRECTOR
cfisher@turlock.ca.us

MUNICIPAL SERVICES
ADMINISTRATION

156 S. BROADWAY, SUITE 270 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5590 | FAX 209-668-5695

Public Hearing Item 10E

MEMORANDUM

TO: **MAYOR AND COUNCILMEMBERS**

DATE: **DECEMBER 9, 2025**

RE: **CORRECTION TO PUBLIC HEARING ITEM 10E**

Staff requests that the City Council accept the attached revised draft resolution for Public Hearing Item 10E, which concerns the adoption of an assistance program for sidewalk, curb, and gutter repair.

Section C of the resolving clause on Page 3 outlines what types of work are eligible or not eligible for financial assistance. After reviewing the first draft, staff identified that the wording could be read to mean that sidewalk defects caused by Street Trees (as defined in Turlock Municipal Code Title 7, Chapter 7, "Street Trees") would not be covered under the program. That was not the intent. The exclusion staff intended to convey was that tree-related work itself, such as pruning, removal, or replacement, is not part of the program. The suggested change can be reviewed in the attached revised resolution in its full context or in brief below.

> c. Only dangerous sidewalk, curb, or gutter defects, as determined by the City Engineer based on criteria established pursuant to Section 4, are eligible for repair under the Program. Repairs to driveways, non-dangerous defects, defects outside the public right-of-way; ~~,~~ work performed before application approval; ~~,~~ and ~~repairs related to street trees~~any tree-related activities (such as pruning, removal, or replacement) are not eligible.

Staff recommends adoption of the revised resolution, which clarifies this point and ensures consistency with the intent of the program.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING A SIDEWALK REPAIR ASSISTANCE PROGRAM AND AUTHORIZING THE CITY MANAGER OR INTERIM CITY MANAGER TO ADMINISTER THE SIDEWALK REPAIR ASSISTANCE PROGRAM AND AMENDING THE FISCAL YEAR 2025–26 BUDGET TO REFLECT $100,000 IN REVENUE (ACCOUNT 218-40-463.35350 – SIDEWALK REPAIR PROGRAM) AND $400,000 IN EXPENSES (ACCOUNT 218-40-463.47320_001 – REPAIR PROGRAM SIDEWALK) FROM FUND 218 (MEASURE L) UNALLOCATED RESERVES	**RESOLUTION NO. 2025-**

WHEREAS, sidewalks are a critical component of the City's transportation network, providing safe, accessible, and convenient routes for pedestrians, including children, seniors, and persons with disabilities; and

WHEREAS, the construction, maintenance, and repair of sidewalks is essential to protecting public health, safety, and welfare by ensuring accessible rights-of-way and minimizing hazards; and

WHEREAS, California law, including Division 7, Part 3, Chapter 22 of the Streets and Highways Code, establishes the responsibility of adjacent property owners to maintain sidewalks adjoining their property; and

WHEREAS, the Turlock Municipal Code further affirms this responsibility, requiring adjacent property owners to maintain sidewalks, curbs, gutters, and driveway approaches in a safe and serviceable condition; and

WHEREAS, the City Council recognizes that sidewalk repair costs can pose a financial hardship for property owners and that a shared-cost assistance program will promote timely repairs and reduce liability risks for both property owners and the City; and

WHEREAS, it is in the City's best interest to provide financial assistance to property owners, as needed, to promote timely and widespread sidewalk repairs; and

WHEREAS, to aid Turlock residents in maintaining their sidewalks, the City will contract with a vendor who can provide concrete services and then collect a portion of the repair cost from the property owner; and

WHEREAS, the City Council desires to amend the Fiscal Year 2025–26 budget to establish funding for a sidewalk repair assistance program by recognizing anticipated revenues and appropriating expenditures necessary for program implementation; and

WHEREAS, the City Council desires to allocate funding from Measure L - Fund 218 - to establish and administer a sidewalk repair assistance program, thereby providing meaningful financial support to property owners while ensuring the effective and efficient delivery of sidewalk repair projects; and

WHEREAS, the total proposed budget amendment reflects $100,000 in revenue (Account 218-40-463.35350 – Sidewalk Repair Program) and $400,000 in expenses (Account 218-40-463.47320_001 – Repair Program Sidewalk); and

WHEREAS, the City Council intends that sidewalk repair assistance be provided on a first-come, first-served basis, subject to annual appropriation, and only until funds allocated for the program have been fully expended; and

WHEREAS, participation in the sidewalk repair assistance program does not alter or shift the legal responsibility of adjacent property owners under State law or the Turlock Municipal Code to maintain the sidewalk adjoining their property; and

WHEREAS, the City Council of the City of Turlock is committed to promoting safe, accessible, and well-maintained sidewalks throughout the community, and finds that the actions taken by this resolution are necessary and appropriate to protect the public health, safety, and welfare.

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

1. The City Council hereby finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.
2. This action is not a project under CEQA Guidelines Section 15378(b)(5) because the action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.
3. The City Council of the City of Turlock hereby adopts a sidewalk repair assistance program and authorizes the City Manager or Interim City Manager to administer the sidewalk repair assistance program (Program).
    a. The Program is designed to improve public safety, support compliance, and reduce barriers to timely sidewalk repair, not to eliminate the property owner's responsibility for sidewalk maintenance and repair.
    b. To be eligible for the Program, the applicant must satisfy the following criteria:
        i. Be the legal owner of the subject property;
        ii. The subject property is located within the City of Turlock;
        iii. The sidewalk defect is located within the public right-of-way and is located on the sidewalk adjacent to the subject property; and
        iv. Have no unpaid citations, administrative penalties, or

enforcement costs associated with the subject property at the time the application is received by the City.

c. Only dangerous sidewalk, curb, or gutter defects, as determined by the City Engineer based on criteria established pursuant to Section 4, are eligible for repair under the Program. Repairs to driveways, non-dangerous defects, defects outside the public right-of-way;~~,~~ work performed before application approval;~~,~~ and ~~repairs related to street trees~~any tree-related activities (such as pruning, removal, or replacement) are not eligible.

d. The City will hire a contractor to perform the repair work, as determined by the City Engineer. The City Engineer shall determine whether the eligible dangerous sidewalk defect requires a minor repair (such as grinding or sawcutting) or a major repair (such as removal and replacement), based on a field assessment and industry standards. The City will pay the contractor in full. Once the repair is complete, the City will be reimbursed by the applicant according to the applicable assistance tier:

   i. Standard: The City covers fifty-five percent (55%) of the eligible repair expense, not to exceed one thousand two hundred fifty dollars ($1,250); the applicant reimburses the City the remainder.

   ii. Income-Qualified: Available to applicants who meet income eligibility guidelines established pursuant to Section 4 of this Resolution. The City covers eighty-five percent (85%) of the eligible repair expense, not to exceed two thousand five hundred dollars ($2,500); the applicant reimburses the City the remainder.

e. The Program will operate within an estimated annual funding level per fiscal year of $300,000, or such other amount as may be approved by the City Council, to be determined during the annual budget adoption process.

f. Participation in the Program shall be provided on a first-come, first-served basis until Program funds have been exhausted.

g. The Program shall be funded by Measure L (Fund 218) or any other appropriate funding source identified in the budget process.

4. The City Manager or Interim City Manager may establish additional administrative procedures, including income eligibility guidelines, documentation requirements, application forms, and internal review procedures consistent with this Resolution.

5. The City Council of the City of Turlock hereby amends the Fiscal Year 2025–26 budget to reflect one hundred thousand dollars ($100,000) in revenue (Account 218-40-463.35350 – Sidewalk Repair Program) and four hundred thousand dollars ($400,000) in expenses (Account 218-40-463.47320_001 – Repair Program Sidewalk) from Fund 218 (Measure L) unallocated reserves to compensate for the Program and any other enforcement actions.

6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of December, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Special Meeting Minutes

January 3, 2026
8:00 AM
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

1. **CALL TO ORDER**

Mayor Bublak called the meeting to order at 8:00 AM.

2. **SALUTE TO THE FLAG**

3. **ROLL CALL AND DECLARATION OF CONFLICTS**

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

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

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

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

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

5. **PUBLIC PARTICIPATION - LIMITED TO ITEMS LISTED ON THE AGENDA**

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

6. **CLOSED SESSION**

A. Public Employee Appointment, Cal. Gov't Code §54957
Title: City Attorney (Interviews)

7. **REPORTS FROM CLOSED SESSION**

None

8. **ADJOURNMENT**

Mayor Bublak adjourned the meeting at 9:51 AM.

City Council Staff Report

January 13, 2026

From:	Jason Hedden, Police Chief
Prepared by:	Amanda Fortado, Support Operations Manager
Agendized by:	Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the purchase of outdoor shooting range equipment from Action Target to expand the Turlock Police Department Range by twelve lanes in a total amount not to exceed $150,000, without compliance to the formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6)

2. NARRATIVE:

Turlock Police Department currently has a primary range with actuating targets on the east and an open floor range on the west. The open range to the west does not have any installed actuating targets for qualification or course use. These two sections are divided by a six-foot-tall and two-foot-wide concrete block wall, essentially allowing for both east and west ranges to run independent of each other. Due to the aging of the existing equipment on the east end of the range, staff requested to expand the west end of the range using ARPA funds and was approved to move forward with this project during the June 10, 2025 City Council meeting. Staff has determined the scope of work and is requesting approval to move forward with the purchase of new range equipment with Action Target.

The current range is operating with Action Target. Therefore, staff is requesting to forgo the bidding process and purchase the new equipment solely from Action Target. The current range is operating with Action Target pneumatic targeting systems, electronics, and software. Keeping all range equipment standardized through one vendor provides consistency in training as well as when operating and troubleshooting the equipment. Additionally, targeting systems only allow for their proprietary software to interface with their equipment. Turlock Police already uses Action Target software, making it a seamless addition to the range upgrade. Turlock Police has continued to use Action Target over the years due to their unique features, patented equipment and positive reputation in the Law Enforcement field. It is the only software on the market that has an emergency cease-fire, which edges all targets away and flashes on all tablets. Additionally, it has the ability to train complex training scenarios and has the option of two different control tablets with an additional radio frequency four-button controller back up to ensure staff can still work the targets off of radio frequency if the WiFi tablets fail. The patent allows for the target system to be connected to Action Target's server through their cloud network, which provides access to analytics, remote troubleshooting, system improvements and content updates for improved functionality. Since all of this can be accomplished remotely, it would not require a technician to come out or be on site to identify issues to troubleshoot. This service would allow staff to maintain the range's functionality with limited to no downtime to ensure training needs.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The Police Department is requesting a competitive procedure not be used per TMC 2-7-08 (b) (6) that states, bidding is not required when the Council shall have adopted a resolution by at least four (4) affirmative votes determining that the best interests of the City require that the purchase be made without compliance with the formal bid procedure.

Funds have been appropriated in ARPA Fund 119-10-188.51270 for this expenditure.

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. Action Target Proposal

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE PURCHASE OF OUTDOOR SHOOTING RANGE EQUIPMENT FROM ACTION TARGET TO EXPAND THE TURLOCK POLICE DEPARTMENT RANGE IN A TOTAL AMOUNT NOT TO EXCEED $150,000	**RESOLUTION NO. 2026-XXX**

WHEREAS, the Turlock Police Department currently has a primary range on the east and open floor range on the west with capabilities to have equipment installed creating two independently operating ranges; and

WHEREAS, funding through ARPA was approved during the June 10, 2025 City Council meeting to expand the range's west end to include actuating targets for qualifications; and

WHEREAS, the current range is operating with Action Target equipment, and in order to keep all training and operating of equipment standardized staff is requesting to purchase the new range equipment from Action Target; and

WHEREAS, the Finance Department has determined that this purchase renewal satisfies all municipal purchasing requirements via the exemption provided by Turlock Municipal Code Section 2-7-08(b)(6), that the best interests of the City require that the purchase be made without compliance with the formal bid procedure.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the purchase of outdoor shooting range equipment from Action Target to expand the Turlock Police Department range in a total amount not to exceed $150,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of January, 2026, by the following vote:

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

ATTEST:

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

ACTION TARGET™

RANGE PROPOSAL

ACTION TARGET PROPOSAL

Turlock PD- 12 Lane Outdoor Range

Quotation Number: 150943

Prepared by: David Blocker

Territory Manager: Chris Hart

3411 Mountain Vista Pkwy, Provo Ut 84606
ActionTarget.com | 888.377.8033

OUTDOOR RANGE TARGET SYSTEMS PROPOSAL	Price
12 Lane, 50 Yard Outdoor Range - 64' wide **ALL Systems are Removeable/Expandable to a future shooting range** **(12) FTTS, Electric 360 Degree Turning Target** · Red, blue and white LED on board lighting · Extreme weather resistance · 360 degree electric turning target system · Ballistic shield protection · Requires (2) 120 v 16 FLA power supplies down range. (Not included by ATI) · (1) up range 120v 16 FLA power supplies (Not included by ATI) **SmartRange Axis - Range Controls – US Patent 10876821B2** · (2) Wireless Tablet Control Screens, (1) Backup RF Remote control · Allows training staff to run all lanes from a wireless tablet. · Allows for the creation of new programs which can be saved to individual files. **Action Target Supervisor Installation at CA Prevailing Wage Rates** · **Action Target will provide 1 Supervisor to oversee and support for duration of installation** · **Customer shall provide 3 Laborers, and necessary tools and equipment for duration of install** **Full Training of Range Staff** **Ground Freight 2,500 - 10,000lbs. (Pending Options)** **Includes Taxes**	$74,800.00
☑ **Optional DRM PRO System (Add to Total)** **DRM Pro – Dual Running Man Pro** · 2 lateral runners · Speeds up to 20 fps · Heavy duty motors · Requires 220v power at the firing line (Not included by ATI) · (1) Up range 120v 16 fla power supply (Not included by ATI)	$25,000.00
☑ **Optional Knee Wall (Add To Total)** **Knee Wall: 64' Wide** · 3/8” AR500 Steel · Rifle Rated protection · Rubber Tile fascia · Gravel Fill Design (Provided by others)	$31,000.00
Trusted Partner 3-Year Warranty - Comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.	$0.00

Not Included By Action Target • All conduits and providing/pulling low voltage wire as specified in the ATI Drawings • General construction or site work such as concrete pads, overhead hanging structure, electrical, or internet services/requirements. • Crushed gravel fill for ATI knee wall.	$0.00

Total **$130,800.00**

PROPOSAL DATE	November 25, 2025
PROPOSAL VALIDITY	60 days from November 25, 2025
PAYMENT TERMS	1. PO with Milestones 2. ATI reserves the right to adjust installation costs based upon the actual site conditions encountered. 3. Unless explicitly itemized, price does not include bonds, fees, assessments, licenses, permits, mandatory wage requirements, other regulatory costs that may be applicable to the job site, or anything else not expressly identified in this proposal. 4. Price applies to range equipment and systems only. It does not include site preparation, construction, trusses/baffle supports, electrical, conduit, or any other work not directly contained in ATI's scope of work.
Steel Pricing Terms	The Parties acknowledge that the Total Contract Price includes an estimated costs for steel to be utilized in the ATI equipment being provided as part of this Agreement. If the actual price for steel at the time ATI orders the steel for this project is less than the amounts estimated in the current Total Contract Price, ATI agrees to adjust the Total Contract Price accordingly and credit Customer the difference. ATI will utilize the “Notice to Proceed” as the time frame to asses the cost of steel for the project, including Industry Indexes and then current quotes from ATI’s steel suppliers.
SHIPPING TERMS	1. FOB destination: prepaid. 2. Shipping costs are estimates and subject to change; actual shipping costs will be subject to availability and rates at time of purchase.
DELIVERY & INSTALLATION TERMS	1. Manufacturing shall take no fewer than 16 weeks 2. Action Target Supervisor installation, Prevailing Wages 3. Installation cost is based upon having forklift and scissor lift access. If forklift and scissor lift access is not available, the installation cost will increase.

CUSTOMER RESPONSIBILITIES

1. Customer to provide, at their sole expense, internet/Wi-Fi access to the range prior to and during installation. Customer is required to continue to provide Internet/Wi-Fi access throughout the life of the range to ensure remote access for equipment diagnostics and servicing.
2. Buyer to verify the ceiling structure within the range is capable of containing any errant type secondary bullet impacts.
3. All conduit, A.C. wiring, A.C. electrical connections, lighting, and any duct work is specifically excluded from this proposal and scope of work. If conflict with HVAC, plumbing or electrical equipment occurs, it will be the owner's / contractor's responsibility to resolve issues in a timely manner. Any delays from these may require a change order for additional install time.
4. Engineered stamped drawings for all hanging points, seismic engineering/components and/or ATI provided equipment.
5. Permits, licenses, special insurance requirements, bonds (when applicable), regulatory costs, or any other special fees unknown at this time.
6. Concrete work including slabs, footings, and walls, floor trenching and wall notching (if applicable).
7. Structural work of any kind, including structural supports, canopies, etc.
8. Engineering of ceiling or roof structures, trusses, beams cross-members, columns or pillars to accommodate baffle, trap, target systems, lighting and HVAC equipment weight loads. Weights and load points will be provided in ATI drawings for utilization by the general contractor, engineer or architect.
9. Drop ceiling behind the safety ceiling at the firing line or other light fixtures in this area.
10. Temporary lighting and power (including 3 phase, if necessary).
11. Supplying of electrical services, electrical outlets, conduit(s), junction boxes, disconnects, stub-outs and lighting of any kind.
12. 120-volt power to the control panel, control conduits, and dedicated analog phone line to DDC panel, labor to assist ATI's control technician with pulling in all necessary low voltage cable (all control conduits are required to have pull strings installed prior to arrival of ATI's start-up technician), labor and hardware to install DDC control panels in the building and on the roof, dedicated 120-volt circuit to the control pipe and wire for the evaporative cooler section fill and drain valves.
13. Power and disconnect switches to all equipment per local code and manufacturer’s requirements on the equipment, VFDs for the electrical contractor to mount and wire (ATI will only supply low voltage wire connections).
14. Range lighting controls and wiring. (unless specifically called out in quote)
15. Gas, water, and drain piping to the ventilation equipment set by ATI;
16. Cutting, coring, sealing and/or patching of any wall surfaces, roof surfaces, and or concrete (if applicable).
17. Additional fees related to “customization” of product or work otherwise identified as “custom”.
18. Action Target MUST have temporary internet access at the facility to program HVAC controls. HVAC maintenance personnel must be present for commissioning to learn troubleshooting for post sign-off.
19. Any other work, materials or equipment that is not expressly included in the ATI Work.
20. Disposal of construction waste.

21. Wash area and restroom facilities.

ACTION TARGET RESPONSIBILITIES	1. Consultation and recommendation of optimal range design. 2. Design of ranges for complete ballistic containment. 3. Procurement, engineering, cutting and painting of ballistic steel plate. 4. Manufacture of targets and control systems. 5. Provision of sound attenuation material as called out on ATI drawings. 6. Design, engineering, and supply of HVAC systems provided by ATI. (if applicable to this project)
CONFIDENTIALITY COPYRIGHT & REPRODUCTION	This proposal is submitted by Action Target Inc. Any and all information, drawings, specifications and other design documents contained herein is the property of Action Target Inc. and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.
TERMS & CONDITIONS CLAUSE	This is a summary of standard Action Target Inc. Terms and Conditions. Action Target Inc. reserves the right to change, modify or add to these Terms and Conditions in the final customer contract.

TRUSTED PARTNER WARRANTY™

3-YEAR COMPREHENSIVE COVERAGE

Action Target's 3-year Trusted Partner Warranty is peace of mind for gun ranges. It is uninterrupted training for those that serve. It is a resounding pledge from Action Target to its customer's success as the Trusted Partner at Every Level™.

Our Promise
The comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.

ACTION TARGET™

LEARN MORE
ActionTarget.com/TrustedPartnerWarranty

CORE PRODUCTS COVERED

- Genesis™ Target Retriever
- Pilot™ Target Retriever
- SmartRange Axis™ Range control
- DRM Pro™
- Shooting Stalls
- Rubber Berm Trap
- Line of Fire™
- Vortex™ Steel Trap
- Baffles and Deflectors
- Turning targets
- Auto Targets™
- MATCH™
- TAC House™

Customer Support

24/7 Support |Remote Access | Inventory | Nation-Wide Reps | 3-Year Warranty

Action Target is always on call to help with warranty issues. Many items are remotely accessible, allowing us to quickly trouble shoot. We also maintain inventory to minimize service time.

FIXED TURNING TARGET STAND

VERSATILE TRAINING SYSTEM

The Fixed Turning Target Stand is an ideal system for tactical training and shoot/no shoot scenarios. This all-electric version is a quiet 360-degree target turning system, making it difficult for shooters to anticipate when the target will turn. This system may be used in the harshest conditions, including sub-zero temperatures. Additional options include multiple pedestal heights, on-board target lighting, and a ballistic clamp.

360° Turning
Targets can turn 90, 180, and 360 degrees in the blink of an eye.

Ballistic
Front deflector is built from 3/8" AR500 steel to protect internal components.

Rugged Clamp
The quick release clamp makes changing target backers easy and holds them securely, even in strong wind.

On-Board Lighting
Optional lighting provides red, blue, and white strobes as well as three intensities of white.

Extreme Weather
Functional in both indoor and outdoor conditions including sub-zero temperatures.

Connected
Integrates with our range control software for advanced features and functionality.

ACTION TARGET™

LEARN MORE
ActionTarget.com/Fixed-Turning-Target-Stand

FEATURES

- 360° Turning
- Ballistic AR500 Steel Deflector
- Connected to Range Control
- Rugged Quick Release Clamp
- Extreme Weather Rated
- On-Board Lighting
- Electrical
- Low Maintenance

DRM PRO

ENHANCED TRAINING AT YOUR FINGERTIPS

The DRM Pro is a state-of-the-art running man target. Equipped with two independent target carriers, variable speeds up to 20 fps, and programmable scenarios, this system offers shooters the most realistic training available.

Fast
Targets travel at speeds up to 20 FPS for realistic training.

Smart Device Control
The DRM Pro may be controlled on any Wi-Fi enabled device and provides access to service logs for maintenance.

Configuration
Upright: System is mounted to a cement pad behind a knee wall or protective barrier.

Two in One
Dual runners on parallel tracks provide enhanced dynamic training.

Connected
System connects with central range control and nearly any smart device.

Powerful
Heavy-duty inductive motors and hardened pulleys are built to last in any environment.

ACTION TARGET™

LEARN MORE
ActionTarget.com/DRM_Pro

FEATURES

- Control Interface Runs on Any Smart Device
- Integrates with Range Control Software
- Outdoor Rated
- Variable Speeds Up to 20 FPS
- Target Positions are Accurate Within 6″

KNEE WALL

TARGET PROTECTION

The Action Target knee wall protects ground-mounted targets. They utilize a ballistic steel core capable of stopping pistol and rifle rounds. Knee walls can utilize a wood, rock-fill, or rubber fascia. Both the steel plate and fascia can be replaced as necessary.

Protect
Pistol or Rifle rated AR500 armor steel Knee Wall protects the mechanisms of your target systems

Simple and Effective
Protect your target systems with a wood or rubber facade.

Z-channel
Knee walls require a level concrete pad, we use an innovative z-channel for wood-faced knee walls to prevent bowing or warping.

Seamless Integration
Our knee wall works with turning target and running man target systems for increased protective effectiveness.

ACTION TARGET™

LEARN MORE
ActionTarget.com/Products/Knee-Wall

FEATURES

- Target Protection
- AR500 steel rated for pistol or rifle
- Indoor or Outdoor

SMARTRANGE AXIS™

ENHANCED RANGE CENTRAL CONTROL

SmartRange Axis™ is a powerful range management solution that truly puts total range control at your fingertips. The user-friendly interface gives you complete control over target systems, lane management, and range systems, maximizing range usage and user experiences.

Lane Management
SmartRange Axis' Lane Management is second to none, offering the ability to enter shooters' names, assign unique permissions, and designate lane time limits.

Unique Permissions
User profiles are created by ranges and assigned to shooters at check-in. Each user profile carries unique permissions for program access and editing, lighting control, and equipment features. This allows ranges to tailor each session based on criteria such as range staff roles, membership level, etc.

Range System Control
SmartRange Axis offers unparalleled simplicity, control, and integration of range essentials on one easy-to-use platform.

- Genesis and Pilot retrievers
- HVAC
- DRM Pro
- Fixed Turning Target System
- Fixed Lateral 360 Target System

Program Creation
Build dynamic programs and organize them by folder. Control exposure time, edge time, and cycle count. Or establish random parameters for a truly unpredictable and challenging training session.

Timed Drills
Set up and execute timed drills with customized target exposure times, cycle counts, and retriever speed for training or qualification.

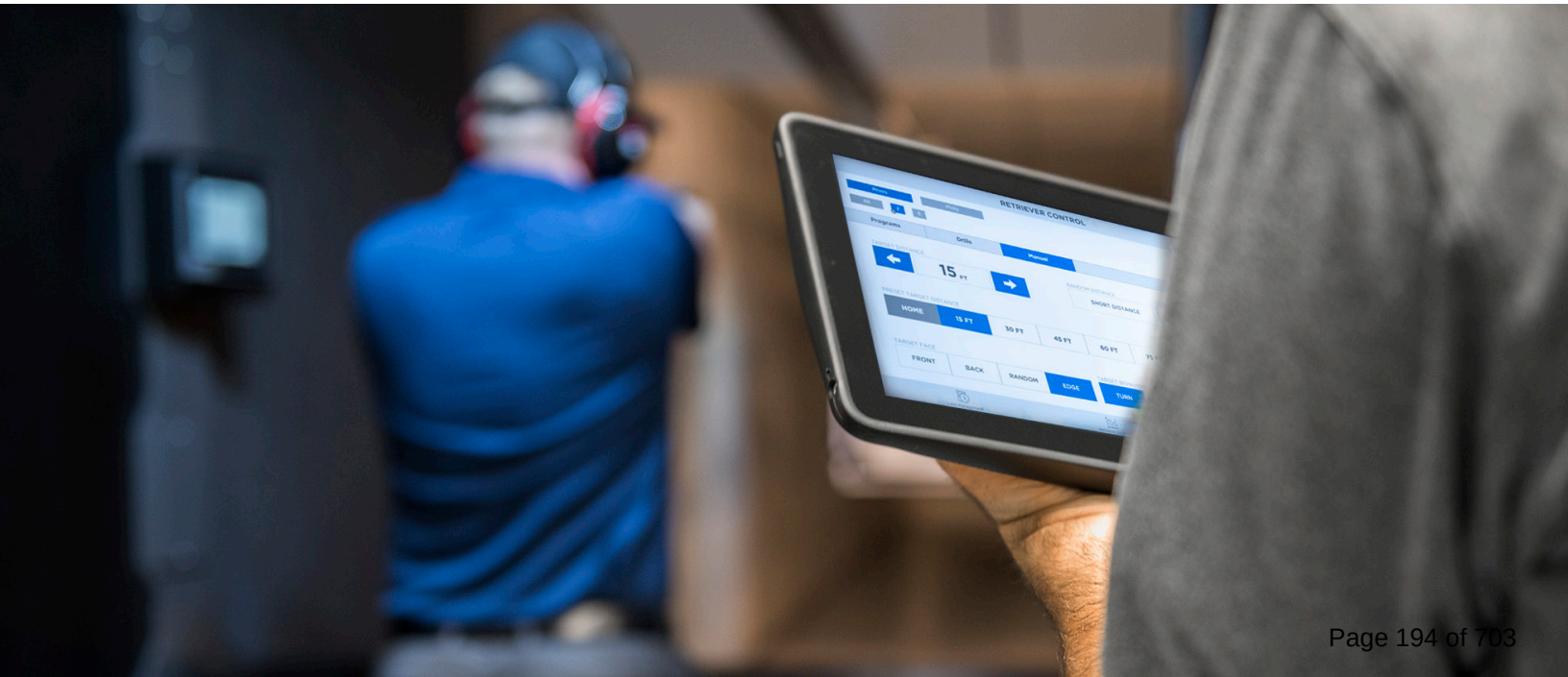
Action Target Connected
SmartRange Axis uses a range server that connects with Action Target's cloud network. This provides access to analytics, remote troubleshooting, system improvements, and content updates for improved and streamlined business processes. As the building block for the future, Smart-Range Axis will continue to grow and serve as a central element for all range operations.

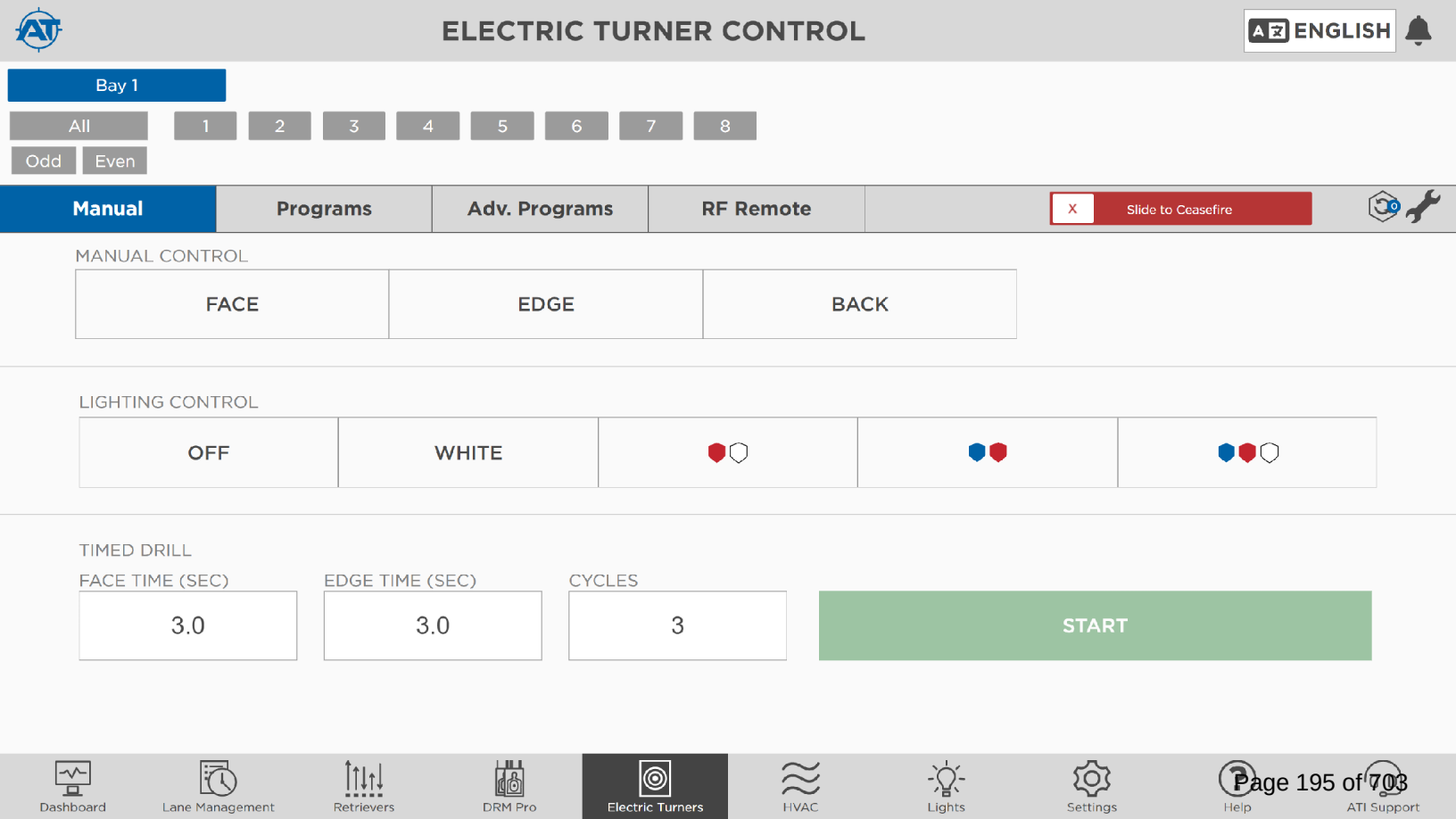
ACTION TARGET™

LEARN MORE
ActionTarget.com/SmartRange

FEATURES

- Multiple-lane management
- Program management and creation
- User profiles
- Connected to Action Target cloud
- Language support options
- Genesis and Pilot retriever management
- HVAC integration
- DRM Pro integration
- FTTS integration
- FTL 360 integration




ELECTRIC TURNER CONTROL
ENGLISH
Bay 1
All
1
2
3
4
5
6
7
8
Odd
Even
Manual
Programs
Adv. Programs
RF Remote
X
Slide to Ceasefire
MANUAL CONTROL
FACE
EDGE
BACK
LIGHTING CONTROL
OFF
WHITE
TIMED DRILL
FACE TIME (SEC)
3.0
EDGE TIME (SEC)
3.0
CYCLES
3
START
Dashboard
Lane Management
Retrievers
DRM Pro
Electric Turners
HVAC
Lights
Settings
Help
ATI Support

Folder Management

Create Program

E-Turner Programs

All Targets Speed Drill

Alternating Targets Drill

Shoot/Don't Shoot Drill

All Targets Speed Drill

Target Lighting: White

Edge Rotation: Edge Left

A three step program that faces all targets. Each step decreases the face and edge time. A pause is put in between steps for reloads and positioning.

START

EDIT

Step 1 of 3

Pause after step

Position	Position Time	Transition Time	Cycles
face	3.0	3.0	3

Electric Turners

Step 2 of 3

Pause after step

Position	Position Time	Transition Time	Cycles
face	2.0	2.0	3

Electric Turners

Step 3 of 3

Pause after step

Position	Position Time	Transition Time	Cycles
face	1.0	1.0	3

Bay 1 | Bay 2

All | DRM-SIM1 | DRM-SIM2

Manual

X Slide to Ceasefire

DRM-SIM1: ∞ FAR (10 FT/S) 19 FT

DRM-SIM1: ∞ FAR (10 FT/S) 13 FT

DRM-SIM2: ∞ FAR (10 FT/S) 18 FT

DRM-SIM2: ∞ FAR (10 FT/S) 12 FT

DIRECTION

RUN SPEED

FOLLOWER

RUN MODE

RUN CONTINUOUSLY

RUNNER STATUS

READY

SIMULATING MOTION

City Council Staff Report

January 13, 2026

From:	Paul Loehr, Risk Management Director
Prepared by:	Paul Loehr, Risk Management Director
Agendized by:	Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding and Replacing Resolution No. 2017-018 and the Existing Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures and Adopting a New Department of Transportation Federal Transit Administration and Federal Motor Carrier Safety Administration Drug and Alcohol Policy

2. NARRATIVE:

The City of Turlock (City) recently underwent a Federal Transit Administration (FTA) audit, which determined that the City's Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures were outdated and deficient. Specifically, it was noted that this policy does not include several provisions required under 49 CFR 655.15. In response to the finding, the City drafted a new drug and alcohol policy that complies with all requirements under 49 CFR 655.15 by using FTA's online policy builder tool.

The attached new Department of Transportation (DOT) FTA and Federal Motor Carrier Administration (FMCSA) Drug and Alcohol Policy is intended to replace the existing Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures, which is also attached for reference. All covered City employees under FTA and FMCSA regulations, as outlined in the new policy, are required to submit to drug and alcohol tests as a condition of employment. The new policy was reviewed by the FTA representative who conducted the audit and confirmed that it is in compliance with 49 CFR 655.15. Additionally, the new policy was reviewed by applicable employee bargaining units and no issues were identified.

Based on the foregoing information, staff is recommending City Council adopt the new DOT FTA and FMCSA Drug and Alcohol Policy and rescind and replace the existing Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures and the corresponding Resolution No. 2017-018.

3. FISCAL IMPACT / BUDGET AMENDMENT:

There are no fiscal/budgetary impacts with approving the new DOT FTA and FMCSA Drug and Alcohol Policy and canceling the existing Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures.

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 - FTA and FMCSA Drug and Alcohol Policy
2. FTA and FMCSA Drug and Alcohol Policy
3. Anti-Drug and alcohol Misue Prevention Program

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING AND REPLACING RESOLUTION NO. 2017-018 AND THE EXISTING ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAM POLICY AND PROCEDURES, AND ADOPTING A NEW DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION AND FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION DRUG AND ALCOHOL POLICY	}	**RESOLUTION NO. 2026-**

WHEREAS, the City of Turlock (City) recently underwent a Federal Transit Administration (FTA) audit, which determined that the City's Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures were outdated and deficient. Specifically, it was noted that this policy does not include several provisions required under 49 CFR 655.15;

WHEREAS, in response to the finding, the City drafted a new drug and alcohol policy that complies with all requirements under 49 CFR 655.15 by using FTA's online policy builder tool;

WHEREAS, the new Department of Transportation (DOT) FTA and Federal Motor Carrier Administration (FMCSA) Drug and Alcohol Policy is intended to replace the existing Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures;

WHEREAS, all covered City employees under FTA and FMCSA regulations, as outlined in the new policy, are required to submit to drug and alcohol tests as a condition of employment;

WHEREAS, the new policy was reviewed by the FTA representative who conducted the audit and confirmed that it is in compliance with 49 CFR 655.15. Additionally, the new policy was reviewed by applicable employee bargaining units and no issues were identified.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind and replace Resolution No. 2017-018 and adopt a new DOT FTA and FMCSA Drug and Alcohol Policy.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of January 2026, 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

Department of Transportation
Federal Transit Administration (FTA) and
Federal Motor Carrier Safety Administration
(FMCSA) Drug and Alcohol Policy

Effective as of January 13, 2026

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Purpose of Policy

This policy complies with 49 CFR Part 655, as amended, 49 CFR Part 382, as amended, and 49 CFR Part 40, as amended. Copies of Parts 655, 382, and 40 are available in the Human Relations Office and can be found on the Internet at the Department of Transportation (DOT) Office of Drug and Alcohol Policy and Compliance website http://www.transportation.gov/odapc.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with these regulations. Portions of this policy are not DOT-mandated, but reflect City of Turlock's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. The City of Turlock's Alcohol and Drug Free Work Place Policy was developed to comply with the Drug-Free Workplace Act of 1988.

All City of Turlock employees are subject to the provisions of the Drug-Free Workplace Act of 1988 and the City of Turlock Alcohol and Drug Free Work Place Policy.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the Director of Human Relations no later than five days after such conviction.

Covered Employees

This policy applies to every person whose position requires the possession of a commercial driver's license (CDL); every employee performing a "safety-sensitive function" as defined below, and any person applying for such positions.

Under FTA (Part 655), you are a covered employee if you perform any of the following safety-sensitive functions:

- Operating a revenue service vehicle, in or out of revenue service.
- Operating a non-revenue vehicle requiring a commercial driver's license.
- Controlling movement or dispatch of a revenue service vehicle.
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service.
- Carrying a firearm for security purposes.

Under FMCSA (Part 382), you are a covered employee if you perform any of the following safety-sensitive functions:

- Driving a commercial motor vehicle which requires the driver to have a CDL.

- Waiting to be dispatched to operate a commercial motor vehicle.
- Inspecting, servicing, or conditioning any commercial motor vehicle.
- Performing all other functions in or upon a commercial motor vehicle (except resting in a sleeper berth).
- Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloading, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments being loaded or unloaded.
- Repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

See Attachment A for a list of covered positions by classification title.

Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance. All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

Consequences for Violations

a. FTA Consequences

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of the employee's next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

b. FMCSA Consequences

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of the employee's next regularly scheduled duty period, but for not less than 24 hours following administration of the test.

c. Treatment/Discipline

Per City of Turlock policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test is subject to disciplinary action, up to and including termination, pursuant to and in accordance with applicable collective bargaining unit agreements, the City of Turlock Alcohol & Drug Free Work Place Policy, and the City of Turlock Personnel System Rules and Regulations.

An employee undergoing rehabilitation services will be placed on paid administrative leave while receiving treatment, but will be responsible for any out-of-pocket expenses related to rehabilitation services.

Circumstances for Testing

a. Pre-Employment Testing

Pre-employment alcohol tests are conducted after making a contingent offer of employment or transfer. All pre-employment alcohol tests will be conducted using the procedures set forth in 49 CFR Part 40.

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions. An alcohol test result of less than 0.02 is required before an employee can first perform safety-sensitive functions. If a pre-employment alcohol test is cancelled, the individual will be required to undergo another test with a result of less than 0.02 before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the

employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

FMCSA Drug Testing Exceptions:

A driver is not required to undergo a pre-employment test if:

(1) The driver has participated in a DOT testing program within the previous 30 days; and
(2) While participating in that program, either:
    (i) Was drug tested within the past six months (from the date of application with the City of Turlock, or
    (ii) Participated in the random drug testing program for the previous 12 months (from the date of application with the City of Turlock); and
(3) The City of Turlock can ensure that no prior employer of the driver of whom the City of Turlock has knowledge has records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months

b. Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when the City of Turlock has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

c. Post-Accident Testing

FTA Procedures:

Covered employees shall be subject to FTA post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents
As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public

transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by the City of Turlock using the best information available at the time of the decision, will be tested.

Non-fatal Accidents
As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

(1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
(2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the City of Turlock using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

FMCSA Procedures:

Covered employees shall be subject to FMCSA post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents
As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee who was performing safety-sensitive functions with respect to the vehicle.

Non-fatal Accidents
As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, an alcohol test will be conducted on each driver who receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

(1) The accident results in injuries requiring immediate medical treatment away from the scene; or
(2) One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, a drug test will be conducted on each driver who receives a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

(1) The accident results in injuries requiring immediate medical treatment away from the scene; or
(2) One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

d. Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year within each DOT agency. The current year testing rates can be viewed online at http://www.transportation.gov/odapc/random-testing-rates. If a given driver is subject to random testing under the rules of more than one DOT agency, the driver will be subject to random drug and alcohol testing at the annual percentage rate established by the DOT agency regulating more than 50% of the driver's function.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

e. Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug test result and/or an alcohol test result of less than 0.02. Any return-to-duty drug testing will be directly observed. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

f. Follow-up Testing

Employees returning to safety-sensitive duty following a return-to-duty test will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP.

A covered employee may only be subject to follow-up alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be subject to follow-up drug testing anytime while on duty. All follow-up drug tests will be directly observed. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen:

If there is a negative dilute test result, the City of Turlock requires the employee to immediately provide another specimen for all required testing under this policy. If the employee declines to take another test, it will be considered a refusal to test and is equivalent to a positive test. If a second test is administered, and the result of the test is also negative and dilute, the City of Turlock will accept the second test result as negative and will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test:

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. **The City of Turlock guarantees that the split specimen test will be conducted in a timely fashion and the City of Turlock will pay for the Split Specimen Test.**

Test Refusals

As a covered employee, you have refused to test if you:

(1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the City of Turlock.
(2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
(3) Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
(4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
(5) Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
(6) Fail or decline to take a second drug test as directed by the collector or City of Turlock.
(7) Fail to undergo a medical evaluation as required by the MRO or City of Turlock's Designated Employer Representative (DER) (Human Relations Director).
(8) Fail to cooperate with any part of the testing process.
(9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.
(10) Possess or wear a prosthetic or other device used to tamper with the collection process.
(11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
(12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
(13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and provided with contact information for SAPs.

FMCSA Clearinghouse

The Commercial Driver's License Drug and Alcohol Clearinghouse (Clearinghouse) is a database containing information regarding drivers who are subject to FMCSA drug and alcohol testing regulations. The following personal information will be reported to the Clearinghouse for covered drivers:

(1) A verified positive, adulterated, or substituted drug test result;
(2) An alcohol confirmation test with a concentration of 0.04 or higher;
(3) A refusal to submit to DOT test;
(4) An employer's report of actual knowledge that a driver has:
    a. used alcohol while performing safety-sensitive functions;
    b. used alcohol within four hours of performing a safety-sensitive function;
    c. used alcohol for eight hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test; or
    d. used a controlled substance;
(5) A substance abuse professional (SAP) report of the successful completion of the return-to-duty process;
(6) A negative return-to-duty test; and
(7) An employer's report of completion of follow-up testing.

Voluntary Self-Referral

FTA Procedures:

Any employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to their supervisor or Human Relations Department,who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

FMCSA Procedures:

Any covered employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the Human Relations Department, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function until successful completion of a prescribed rehabilitation program. Prior to participating in a safety-sensitive function, the employee must also undergo a DOT return-to-duty drug test with a verified negative result and/or a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the employee's immediate supervisor or Human Relations Department. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

Contact Person

For questions about the City of Turlock's anti-drug and alcohol misuse program, contact Jessie Dhami, Human Relations Director.

Attachment A: City of Turlock Covered Classifications

Classifications under FTA Procedures:

- Fleet Maintenance Manager
- Fleet Maintenance Supervisor
- Fleet Maintenance Mechanic, Sr.
- Fleet Maintenance Mechanic, II
- Fleet Maintenance Mechanic, I

Classifications under FMCSA Procedures:

- Utilities Supervisor
- Assistant Utilities Supervisor
- Utilities Maintenance Worker, Sr.
- Utilities Maintenance Worker II
- Utilities Maintenance Worker I
- Electrical/Mechanical Maintenance Supervisor
- Electrical/Mechanical Technician, Sr.
- Electrical/Mechanical Technician II
- Electrical/Mechanical Technician I
- Public Facilities Maintenance Supervisor
- Assistant Public Facilities Maintenance Supervisor
- Public Facilities Maintenance Worker, Sr.
- Public Facilities Maintenance Worker II
- Public Facilities Maintenance Worker I

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2015-170 AND ADOPTING A NEW RESOLUTION AMENDING THE CITY OF TURLOCK ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAM POLICY AND PROCEDURES	**RESOLUTION NO. 2017-018**

WHEREAS, The City of Turlock's Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures was established to assist with administration of the Department of Transportation (DOT) Anti-Drug and Alcohol Misuse Prevention Program pursuant to the Federal Highway Administration (FHWA) Drug Testing Regulations as set forth in Title 49 Code of Federal Regulations (CFR) 382, 392.4,and 392.5 for the FHWA, in addition to Procedures for Transportation Workplace Drug Testing Programs as set forth in 49 CFR Part 40, and Federal Transit Administration (FTA) Prevention Of Alcohol Misuse And Prohibited Drug Use In Transit Operations as set forth in 49 CFR Part 655; and

WHEREAS, amendments to the City of Turlock's Policy and Procedures are necessary to reflect the changes noted below:

- Post-Accident Testing:
  Additional language added to this section to clarify when a driver shall be tested for alcohol and controlled substances, following an accident involved in a commercial motor vehicle.

- Substance Abuse Professional (SAP):
  A change to this section is needed due to the City's current partnership with Melvin M. Beckwith, a SAP professional. Mr. Beckwith is no longer in practice; therefore, the City is in need of a SAP replacement. Mr. Harold S. Draper possesses the necessary credentials qualifying him to be a Substance Abuse Professional.

- Medical Review Officer (MRO):
  A change in this section is needed to reflect the new mailing address for the City's MRO, Stephen J. Kraught, D.O.

- Supervisor change due to retirement:
  Electrical/Mechanical Supervisor Dave Funk, retired in December 2015; replacing him is Rob Winters.

- Minor title corrections:
  The title of Public Maintenance Supervisor was incorrectly listed; the correct title is Public Facilities Maintenance Supervisor. The title of Public Maintenance Supervisor, Assistant was incorrectly listed; the correct title is Assistant Public Facilities Maintenance Supervisor.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2015-170 and adopt a new Resolution amending the City of Turlock Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of January, 2017, by the following vote:

AYES:	Councilmembers Esquer, DeHart, Bublak, Jacob, and Mayor Soiseth
NOES:	None
NOT PARTICIPATING:	None
ABSENT:	None

ATTEST:

Jennifer Land, City Clerk
City of Turlock, County of Stanislaus,
State of California

ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAM

IN COMPLIANCE WITH FEDERAL HIGHWAY ADMINISTRATION (FHWA) OF THE DEPARTMENT OF TRANSPORTATION (DOT) DRUG AND ALCOHOL TESTING REGULATIONS FOR DRIVERS OF COMMERCIAL MOTOR VEHICLES AND FEDERAL TRANSIT ADMINISTRATION (FTA) REGULATIONS FOR PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT OPERATIONS (49 CFR Part 655)

POLICY AND PROCEDURES

AMENDED JANUARY 2017
Resolution No. 2017-018

CITY OF TURLOCK
DOT/FHWA (HIGHWAYS) AND FTA DRUG AND ALCOHOL TESTING PROGRAM

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CITY OF TURLOCK
ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAM

IN COMPLIANCE WITH FEDERAL HIGHWAY ADMINISTRATION (FHWA) DEPARTMENT OF TRANSPORTATION (DOT) AND FEDERAL TRANSIT ADMINISTRATION (FTA) DRUG AND ALCOHOL TESTING REGULATIONS

EFFECTIVE: JANUARY 1, 1996 POLICY AND PROCEDURE AND POLICY STATEMENT (49 CFR 382, 392, 655,)

The City of Turlock (hereinafter referred to as "City" or "employer") has a strong commitment to provide a safe workplace and to establish high standards of employee health and safety. This policy supplements a citywide policy for a drug-free workplace for all employees regarding alcohol and drug use.

The purpose of the present policy is to establish procedures for administration of the Department of Transportation (DOT) anti-drug and alcohol misuse prevention program pursuant to the Federal Highway Administration (FHWA) Drug Testing Regulations as set forth in Title 49 Code of Federal Regulations (CFR) 382, , 392.4, and 392.5 for the FHWA, in addition to Procedures for Transportation Workplace Drug Testing Programs as set forth in 49 CFR Part 40, and Federal Transit Administration (FTA) Prevention Of Alcohol Misuse And Prohibited Drug Use In Transit Operations as set forth in 49 CFR Part 655.

The City has determined, if drivers operating commercial motor vehicles use alcohol or controlled substances, it creates a situation where their employment constitutes a direct threat to the property or safety of the City and citizens of Turlock. The City has further determined that the drug and alcohol testing and prevention program applies to all safety-sensitive employees (full or part-time) when performing any transit-related business. A safety-sensitive function is any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), and maintenance of a revenue service vehicle or equipment used in revenue service.

All employees and applicants covered in this policy will be requested, under DOT/FTA policy guidelines, to test for drug and alcohol misuse. Refusing to take or failing a drug test or alcohol test for trainees in a covered position or pre-employment drug and alcohol testing will prevent the person from being considered for the covered position. Any employee who refuses or fails a drug or alcohol test may not perform the duties of a covered position. (49 CFR 382.211, 49 CFR 655.46)

ALCOHOL AND DRUG TESTING POLICY AND PROCEDURES

1. Covered Employee Positions/Functions
(49 CFR 382.103, 49 CFR 655.4). The employees in the classifications/positions attached to this policy as Appendix I, are subject to drug and alcohol testing as outlined herein. These are persons designated in 49 CFR 382, holding a commercial driver's license who operate commercial motor vehicles for the City in a safety-sensitive position, as defined below. Pre-employment applicants, trainees learning the duties of covered positions, and employees temporarily performing such duties are also subject to DOT/FTA testing regulations. Covered Employees also include employees, applicants and transferees performing safety-sensitive functions in transit operations as designated in 49 CFR 655.4.

2. Contact Person for City of Turlock:
Sarah Eddy, Human Resources Manager
Phone: (209) 668-5542 ext. 1107
Email: seddy@turlock.ca.us

3. Definitions.
Words or phrases are as defined in 49 CFR 382.107, 386.2, 390.5, 40.3, 655.4, and 40.73 and set forth in the attached Appendix II.

4. Prohibitions and Other Related Conduct.

A. Alcohol use or possession.
No driver or safety-sensitive employee performing any transit-related business shall:

1. Report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. (49 CFR 382.201, 49 CFR 655.46)

2. Use alcohol while performing safety-sensitive functions. (49 CFR 382.205, 49 CFR 655.32)

3. Perform safety-sensitive functions within four (4) hours after using alcohol. (49 CFR 382.207, 49 CFR 655.33)

4. Use alcohol for eight (8) hours following the accident or until undergoing required testing for alcohol consumption, whichever occurs first. (49 CFR 382.209, 49 CFR 655.34)

5. Refuse to submit to alcohol testing required under Part 382 (49 CFR 382.211) or Part 655 (49 CFR 655.49).

6. Perform any safety-sensitive functions including driving, until the start of that individual's next regularly scheduled duty period but not less than 24 hours following administration of the alcohol breath test, if the individual has received a prior alcohol test and was found to have an alcohol concentration of 0.02 or greater but less than 0.04 (49 CFR 382.505; 655.35)

B. Controlled substance (drug) use or possession.
No driver or safety-sensitive employee performing any transit-related business shall:

1. Report for duty or remain on duty requiring the performance of safety-sensitive functions when the individual uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 49 CFR 382.107 who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a commercial motor vehicle or perform safety-sensitive functions, and is approved by the MRO. Fitness for duty shall be determined by the MRO. (49 CFR 382.213(a))

2. Be on duty or operate a commercial motor vehicle when using any controlled substance pursuant to the instructions of a physician, without first informing the employer of any therapeutic drug use. The reporting shall be accomplished by advising the MRO of the use and providing the prescription bottle to the MRO prior to reporting for duty. Fitness for duty shall be determined by the MRO. (49 CFR 382.213(a))

3. Report for duty, remain on duty, or perform any safety-sensitive function while using controlled substances. (49 CFR 382.213(b))

4. Refuse to submit to controlled substance testing required under Part 382, or Part 655, a random alcohol or controlled substances test required under Part 382.305 or 655.45, a reasonable suspicion alcohol or controlled substances test required under 382.307 or 655.43, or a follow-up alcohol or controlled substances test required under 382.311 or 655.47. Employees who refuse to submit to such tests shall not be allowed to perform or continue to perform safety-sensitive functions. (49 CFR 382.211; 655.49)

C. Test Refusals:
The following behaviors constitute a test refusal:

1. Failure to appear for any test (except for pre-employment) within a reasonable time, as determined by the employer;

2. Failure to remain at the testing site until the testing process is complete;
3. Failure to provide a urine specimen for any required drug test;
4. Failure to permit the observation or monitoring of the specimen collection when required to do so;
5. Failure to provide a sufficient amount of urine when directed and there is no adequate medical explanation for the failure;
6. Failure to take a second test when directed to do so by the employer or collector;
7. Failure to undergo a medical examination when directed to do so by the MRO or employer;
8. Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector);
9. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
10. Possess or wear a prosthetic or other device that could be used to interfere with the collection process; and
Admit to the collector or MRO that you adulterated or substituted the specimen.

D. Consequences of Prohibited Conduct.
Under City policy, this prohibited conduct is grounds for removal from the covered position and possible termination, subject to the conditions in Section 14 of this policy.

5. Tests Required. Employees subject to testing are required to be tested as follows:

A. Pre-employment testing
(including reassignment or transfer-voluntary and involuntary) (49 CFR 382.301; 655.41).

1. Prior to the first time an employee performs safety-sensitive functions, the employee shall undergo testing for alcohol and for the presence of any of the following controlled substances: marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines in accordance with 49 CFR 382.301 and 655.41. No covered employee shall be allowed to perform safety-sensitive functions unless the employee has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04 and has

received a controlled substances test result from the MRO indicating a verified negative test result.

2. A pre-employment alcohol and drug test will be conducted when a current employee transfers from a position not covered by this policy into a position listed in this policy.

3. Applicants who are offered a position covered by this FHWA-DOT-FTA mandated policy will be tested before being employed. Pre-employment job applicants who test positive for alcohol or controlled substance use will not be hired. Employees transferring or reassigned into a position requiring alcohol or drug testing, and job applicants, who test positive for controlled substance use have the right to request retesting of the second split specimen at their expense. If the retest result is negative, the employee will be reimbursed the cost by the City. Employees or applicants who fail an alcohol or drug test will not be hired for the safety-sensitive position.

4. An employee who transfers from one position covered by this policy to another covered by this policy will not be required to undergo pre-employment testing.

5. Employees working in a position covered by this policy on the effective date who continue to work in a covered position will not be required to undergo a pre-employment test.

B. Random testing (49 CFR 382.305; 655.45)

1. All employees covered by this policy are subject to unannounced testing based on random selection. This includes trainees and employees temporarily performing work in a covered position.

2. Each calendar year, at least twenty-five percent (25%) of covered employees shall be randomly tested for controlled substance use, and at least ten percent (10%) shall be randomly tested for alcohol misuse. All persons will be subject to be randomly picked for alcohol and drug testing at each random testing date. A person may be randomly picked more than once or not picked at all during any annual period. This rate of testing by DOT/FHWA/FTA may increase or decrease depending upon the number of industry-wide violations based upon reported data. 49 CFR 382.305(b)(c)(d), 49 CFR 655.45.

3. To assure that the selection process is random, the names of all employees covered by this DOT/FHWA/FTA policy will be placed in

a common pool. This random common pool may, by election of the City for convenience of testing, be comprised of individuals subject to both drug and alcohol testing if the testing occurs at the same time. This is intended to allow as few covered employees as possible off work for testing.

4. Random testing shall be spread reasonably through the calendar year.

5. The selection procedure will select sufficient additional numbers/names to be used to reach the appropriate testing level of employees during each test period. These alternate numbers/names will be tested in order of selection only if persons selected are unavailable for testing due to vacations, medical leave, leave of absence, business travel, or other justifiable reason.

6. The employee's work load will be adjusted to reflect the time spent in complying with random testing requirements.

C. Post-accident testing

(49 CFR 382.303, 49 CFR 655.44). An "accident" under DOT/FHWA/FTA regulations necessitating testing is defined in Appendix II of this policy.

1. As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver shall be tested for alcohol and controlled substances as follows:

   a. Each driver who was performing safety-sensitive functions with respect to the vehicle shall be tested, if the accident involved the loss of human life; or

   b. Each driver who was performing safety-sensitive functions with respect to the vehicle shall be tested, if the driver receives a citation for a moving violation arising from the accident.
      (i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of he accident; or
      (ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

c. The City of Turlock reserves the right to test employees for alcohol and controlled substances when deemed necessary by the supervisor/manager of the department in which the employee works.

2. Time for alcohol testing: If an alcohol test is required, the employee shall be alcohol tested within two (2) hours following the accident or otherwise the employer shall document the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the accident, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test (49 CFR 382.303(a)(2);(d)(1), 49 CFR 655(a)(2)(ii)).

3. Time for drug testing: If a drug test is required, the employee shall be tested for controlled substance use by obtaining a split urine specimen as soon as possible, but no later than 32 hours after the accident. Because certain drugs or drug metabolites do not remain in the body for extended periods of time, testing should be as soon as possible. (49 CFR 382.303(b);(d)(2)).

4. All reasonable steps will be taken to obtain an alcohol test from an employee after an accident. In case of a conscious but hospitalized employee, the hospital or medical facility will be requested to obtain a sample and if necessary, reference will be made to the DOT/FTA alcohol testing requirements. If an employee is unconscious or otherwise unable to evidence consent to the procedure, the employer shall notify the hospital of the need for a test and wait until the treating physician determines the employee is able to understand and comply.

5. If an employee who is subject to post-accident testing is conscious, able to provide an alcohol test or urine specimen (in the opinion of a medical professional) and refuses to be tested, that employee will be subject to discipline, up to and including termination.

6. The results of a breath or blood test for the use of alcohol or a urine test for controlled substances, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of DOT/FHWA/FTA Parts 382 and 655 provided such results are obtained by the employer, and conform to the applicable Federal, State, or local requirements.

7. The potentially affected employee will not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also

assures that there is no opportunity en route to the collection site for the employee to ingest anything that could affect the test result or to acquire "clean" urine from another person.

8. An employee subject to post-accident testing must remain available, and refrain from drinking alcohol for 8 hours following an accident or until he/she submits to an alcohol test.

9. Documentation regarding the activity being performed by the employee that supports the determination to conduct post-accident testing should be prepared and signed by the supervisor requesting the test within 24 hours of the accident or before the results of the drug test are released, if possible.

10. After returning from the collection site, the employee shall not be allowed to perform safety-sensitive functions pending the results of both the alcohol breath test and the drug test.

D. Reasonable suspicion testing (49 CFR 382.307, 49 CFR 655.43).

1. The employer shall require an employee to submit to an alcohol breath test when the employer has a reasonable suspicion to believe that a driver has violated the alcohol prohibitions of 49 CFR Part 382 or 655.43.

2. Reasonable Suspicion Testing will be conducted when a trained supervisor has a reasonable suspicion that an employee is under the influence of alcohol and/or drugs. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations of alcohol and/or drug use must be made by a trained supervisor during, just preceding or just after the work day. Examples of performance indicators of probable alcohol and/or drug use sufficient to lead a prudent supervisor to suspect that an employee is under the influence of alcohol and/or drugs, include, but are not limited to:

   a. Mouth-alcohol smell;
   b. Loss of equilibrium (unsteady standing, walking or movement);
   c. Slurred speech, bloodshot eyes;
   d. Observation of substandard performance;
   e. Unusual behavior, driving, or altercations;
   f. Following a serious accident or incident in which safety precautions were violated or unusually careless acts were performed;
   g. A reliable tip of alcohol and/or drug use;

h. Actual observation of the possession or use of alcohol and/or drugs;
i. Discovery of evidence tending to support the suspicion of alcohol use and/or drug use;
j. An employee is found in possession of alcohol and/or drugs, or alcohol and/or drugs are found in an area controlled or used exclusively by the employee, such as the employee's locker, desk, or a vehicle;
k. Absenteeism; and
l. Indications of the chronic and withdrawal effects of alcohol and/or drugs.

3. The supervisor who makes the determination of alcohol use shall not conduct the breath alcohol test.

4. The employee shall be alcohol tested within two (2) hours following the determination made by the supervisor or otherwise the employer shall document the reasons the alcohol test was not promptly administered. If a test is not administered within eight (8) hours following the determination, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test (49 CFR 302.307(e); 655.43 (d)).

5. After returning from the testing location, the employee shall not be allowed to perform covered functions unless the results of the alcohol screening and, if indicated, confirmation test (taken within 20 minutes of a screening test) indicates an alcohol concentration less than 0.02, or 24 hours has elapsed following the supervisor's determination there is reasonable suspicion to believe the employee has violated the prohibitions of use of alcohol. (49 CFR 382.307(e)(2)(i),(ii)).

6. The employer shall require an employee to submit to a drug test when the employer has a reasonable suspicion to believe that an employee has violated the controlled substances prohibitions of 49 CFR Part 382, and 49 CFR Part 655.

7. Reasonable suspicion testing will be conducted when a trained supervisor has a reasonable suspicion that an employee is under the influence of a controlled substance. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee with examples as set forth in section 4.D.2. above.

8. The potentially affected employee will not be allowed to proceed alone to or from the collection site. In addition to the safety

concerns for the employee, accompanying the employee also assures that there is no opportunity en route to the collection site for the employee to ingest anything that could affect the test result or to acquire "clean" urine from another person.

9. Documentation to support the determination to conduct reasonable suspicion testing should be prepared and signed by the supervisor within 24 hours of the determination or before the results of the test are released, whichever is earlier, if possible.

10. After returning from the collection site, the employee shall not be allowed to perform safety-sensitive functions pending the results of the drug test from the MRO.

E. Return-to-duty testing (49 CFR 382.309; 49 CFR 655.48).

1. Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in conduct concerning alcohol prohibited by DOT/FHWA/FTA, the employee shall undergo a return-to-duty drug test with a result indicating an alcohol breath concentration of less than 0.02, in addition to evaluation of fitness for duty.

2. Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in controlled substance use prohibited by DOT/FHWA/FTA, the employee shall undergo a return-to-duty drug test with an MRO verified negative result for controlled substance use, in addition to evaluation of fitness for duty by the MRO.

3. This test is in addition to the other types of tests stated in this policy.

F. Follow-up testing (49 CFR 382.311; 49 CFR 655.47)

1. Following a determination by a Substance Abuse Professional (SAP) that an employee is in need of assistance in resolving problems associated with alcohol misuse, the employee shall be subject to unannounced follow-up testing as directed by the SAP of at least six tests in the first 12 months following the employee's return to duty, and thereafter as determined necessary by the SAP. Follow-up alcohol testing shall be performed when the employee is performing safety-sensitive functions, or just before, or just after the employee has ceased performing safety-sensitive functions.

2. Follow-up alcohol testing may also include testing for controlled substance use to be performed in accordance with 49 CFR Part 40, as directed and determined by the MRO and/or SAP.

3. A employee having used controlled substances, who at the recommendation of the Medical Review Officer (MRO), returns to duty after successful completion of E.A.P. will be given unannounced follow-up drug tests, as scheduled by the MRO of at least six tests in the first 12 months following the employee's return to duty and thereafter as determined by the MRO.

4. The time period for "follow-up" testing for alcohol or controlled substance use will be determined by the appropriate MRO or SAP subject to a reasonable minimum of 12 months, and never to exceed 60 months.

5. Follow-up testing may be on a daily, weekly, monthly or longer basis at the discretion of the MRO or SAP.

6. Follow-up testing is in addition to the other types of tests stated in this policy.

6. Dilute Specimen Results

A. In the event of a negative dilute test result, the employer will require the employee to immediately provide another specimen for pre-employment, random, post-accident, reasonable suspicion, return-to-duty and follow up tests. This will be an unobserved collection unless directed by the MRO to be collected under direct observation.

B. If the employee declines to take another test, this is considered refusal to test and is equivalent to a positive test.

C. If a second test is administered and the result of that test is also negative and dilute, the employer will accept the second test result as negative and the result of the record.

D. The collection cannot be observed, unless the MRO requests so as a result of the specimen having a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL.

E. If the result is cancelled/invalid, (with no medical explanation) the employee will need to undergo an immediate observed collection as directed by the MRO.

F. An MRO verified positive dilute test result will be treated as a positive drug test result.

7. Canceled Tests

If the test is cancelled, immediate recollections are required for pre-employment, random, post-accident, reasonable suspicion, return-to-duty and follow up tests. Only the laboratory or the MRO can cancel a test.

8. Supervisor Training Program
(49 CFR 382.603, 49 CFR 655.14(b)(2)). Every person designated to determine whether reasonable suspicion exists to require an employee to undergo testing under 49 CFR 382.307 or 655.43 (reasonable suspicion testing) shall receive at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. See Appendix III for list of Supervisors of covered positions.

9. Alcohol Testing Procedures.
Alcohol testing procedures are as defined in 49 CFR Parts 382, 386, 390, 655, and 40 and set forth in the attached Appendix IV.

10. Substance Abuse Professional (SAP)
(49 CFR 382.605, 49 CFR 655.52)

A. The Substance Abuse Professional (SAP) is defined in Appendix II.

B. The name, address, and phone number of the SAP, and SAP responsibilities are listed in Appendix V.

11. Controlled Substance (Drug) Testing Procedures.
Controlled substance (drug) testing procedures are as defined in 49 CFR Parts, 382, 386, 390, 655, and 40 and as set forth in the attached Appendix VI.

12. Medical Review Officer (MRO (49 CFR 382.407, 49 CFR 655)
A.The Medical Review Officer is defined in Appendix II.

B. The name, address, and phone number of the MRO, and MRO responsibilities are listed in Appendix VII.

13. Testing Laboratory

(49 CFR 40)

A. The DHHS certified testing laboratory for this policy is set forth in Appendix VIII.

B. The DHHS certified testing laboratory shall comply with all methods and procedures of 49 CFR Part 40.

14. Collection Agency
(49 CFR 40.31)

A. The collection agent and address for this alcohol and controlled substance (drug) policy is listed in Appendix IX.

B. The collection agency will comply with all methods and procedures of 49 CFR Part 40, as amended, for collection and chain of custody and provide documentation of compliance to the employer.

15. Employee Awareness Program
(49 CFR 382.601). Employee Education and Training - Every employee covered by this policy will receive educational materials that explain the requirements of Part 382 and the employer's policies and procedures in meeting these requirements. This will include:

A. Information concerning the effects of alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol problem; and intervening evaluation including referral to EAP will be periodically distributed and displayed in the work areas.

B. Information will be provided as required in Part 382.303(d) by the employer to employees with necessary post-accident information, procedures and instructions, prior to the employee operating a commercial motor vehicle or engaging in safety-sensitive functions, so that employees will be able to comply with the requirements of Part 382.303 (See Appendix X).

C. A copy of this policy will be given to each covered employee and displayed in the work area.

D. Controlled substance abuse information will be periodically distributed and displayed in the work areas.

16. Employee Assistance Program (EAP)
(49 CFR 382.601)

A. The City-wide EAP program or a similar program will be maintained throughout the existence of this alcohol misuse and controlled substance abuse policy.

B. The hot-line telephone number for employee assistance will be given to each employee and displayed in the work area (See Appendix XI).

17. City Policy Concerning Retention of Employees Who Violate Prohibitions or Self-Identify.

All permanent City employees performing covered safety-sensitive duties shall be subject to the provisions of this section. These retention provisions shall not apply to applicants, probationary, non-career, seasonal or temporary employees, employees in a training capacity, or any other form of non-permanent employment status employee performing safety-sensitive duties.

A. Self-Identification.
Self-identification means an employee who voluntarily, before drug or alcohol testing or conduct identifies the problem, admits the problem to the City's MRO/SAP and seeks rehabilitation assistance.

1. An employee who takes the initiative of voluntarily advising management that he/she has an alcohol or drug problem, before taking a test which results in a violation of this policy, shall be required to enroll in a rehabilitation program. Such an employee actively involved in a rehabilitation program recognized by the MRO/SAP, may use accumulated paid leave time, except for sick leave, during this period of absence, or the employee may request authorized leave of absence without pay.

2. The employee will be eligible to return to work once he/she has been certified to do so by the MRO/SAP. Prior to returning to work, the employee must consent in writing to follow-up drug and/or alcohol testing as part of after-care treatment. This follow-up testing will be determined by the MRO/SAP, and shall be consistent with Section 4(F) Follow-up Testing.

3. Such an employee shall not be subject to disciplinary action for having voluntarily acknowledged his/her problem. He/she must, however, provide a negative alcohol and/or drug test within 60 days of self-identification, and be certified as capable of returning to work by the MRO/SAP.

4. Failure to complete a rehabilitation program, provide a negative test result and receive MRO/SAP certification for return to work (fitness for duty) will result in disciplinary action as described in section B.1.a. below.

B. Random testing.
Under City policy, a covered employee who tests positive for drugs and/or alcohol as a result of random testing, shall be subject to the following disciplinary action:

1. First positive random test

a. An employee who receives a positive test result to either drugs or alcohol shall be immediately suspended for 10 working days.

b. The employee who has tested positive must enroll in an alcohol or drug treatment/rehabilitation program which is approved by the MRO/SAP.

c. The employee shall instruct the program provider to release any and all medical records of the treatment plan to the MRO or SAP. Such information shall be treated as confidential medical information by the MRO/SAP.

d. After the completion of the 10 working day suspension, the employee may return to work as soon as medically certified by the MRO/SAP. The employee must, however, provide a negative test result and be certified for return to duty no later than 60 calendar days after notification of the positive random test result. Failure to be certified by the MRO/SAP or return to work shall result in termination.

e. The employee may use accumulated vacation, personal leave, overtime or leave without pay while undergoing treatment/rehabilitation.

f. The employee may use sick leave only when participating in a medically supervised/approved residential rehabilitation program.

g. Upon return to work, this employee shall be subject to a minimum of 6 unannounced tests during the following 12 month period. Furthermore, the employee is subject to unannounced testing for up to 60 months upon return to work. Such testing shall be as determined by the MRO/SAP.

h. An employee who previously tested positive for drugs and/or alcohol, but who has not tested positive during the preceding five (5) years, shall not have the first positive test considered for the purposes of progressive discipline under this policy.

i. Any employee who is given an alcohol confirmation test according to 49 CFR 40 Subpart M by the BAT and the breath alcohol concentration level is 0.02 or greater, but less than 0.04, shall be requested to take leave without pay, or use vacation or personal leave but not sick leave time, until the employee's next regularly scheduled duty period, but less than 24 hours following administration of the test. Any employee who is given an alcohol confirmation test by the BAT and the breath alcohol concentration level is 0.02 or greater, but less than 0.04, on the second time shall be suspended without pay for three regularly scheduled work days. The employee shall be referred to the SAP for evaluation and assessment of fitness for duty.

j. Any employee who has a breath alcohol concentration level that is 0.02 or greater, but less than 0.04, on the third time within a five (5) year period is subject to further disciplinary action. This disciplinary action may be up to and including termination based upon a review of the employee's work history.

2. Second positive random test. Under City policy, and subject to Section 1.h. above, covered employees who fail a drug and/or alcohol test, after a previous test will be terminated whether the second test results from a random test or follow-up test.

3. Refusal to submit to tests for drugs and/or alcohol.

a. An employee is required to provide a specimen within two hours from the time requested to do so by the MRO. If the employee attempts and fails to provide an adequate amount of breath, the City shall proceed according to CFR 40.265 which requires evaluation by an approved physician with a written statement of the determination concerning the employee's failure to provide an adequate breath sample. An employee who refuses to submit to a random test shall be suspended for 30 calendar days without pay. Such an employee may be returned to work only upon certification by the MRO of fitness for duty and must test negative on a return-to-duty test.

b. An employee who refuses to submit to an alcohol and/or drug test a second time or who subsequently tests positive on a drug or alcohol test, shall be terminated.

c. If an employee refuses to submit to an alcohol and/or drug test citing medical conditions, such conditions require evaluation by

the MRO/SAP. Alternative testing methods may be used by the MRO/SAP to determine the employee's fitness for duty.

C. Other violations of policy. Under City policy, covered employees shall be subject to other such disciplinary action as is warranted for violations of rules, regulations, policies and procedures.

18. Recordkeeping

(49 CFR Parts 40, 655 and 382). Records will be maintained in accordance with the requirements of 49 CFR Part 40, Part 655 and Part 382 et al. set forth in Appendix XII.

19. Confidentiality

(Pursuant to 49 CFR Parts 382, 655 and 40)

A. Each individual's record of testing and results under this policy will be maintained private and confidential. With the exception of the testing laboratory, MRO, employee, designated departmental manager, DOT/FTA or upon request of FHWA or State agency officials as part of an accident investigation, the results of individual drug tests will not be released to anyone without the express written authorization of the individual tested. Prior to testing, the individual will be informed about who will receive test data (e.g., testing laboratory, MRO, departmental manager).

B. All written records will be stored in locked containers or in a secure location with access available only by the individuals listed above or as otherwise necessary or required by law for the implementation of the DOT/FTA program.

C. Unless an employee gives his or her written consent, the employee's drug testing and/or E.A.P. records will not be released to a subsequent employer.

D. An employer may disclose information required to be maintained under Part 382 pertaining to an employee, the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or controlled substance test administered under this Part, or from the employer's determination that the employee engaged in conduct prohibited by Part 382 (including but not limited to a worker's compensation, unemployment compensation, or other proceeding related to a benefit sought by the employee) as set forth in 49 CFR 382.405(g).

E. An employee subject to DOT/FHWA/FTA testing may obtain copies of any employer records pertaining to the employee's use of alcohol or

drugs and test results upon written request to the employer. 49 CFR 382.405(b).

20. Discipline Policy.

Under City policy, consistent with an alcohol-free and drug-free workplace, every effort will be made to help the employee deal with an alcohol or drug problem. However, if this effort fails or is obviously inappropriate given the employee's conduct, the nature of the drug and/or alcohol use, and/or the employee's position, then appropriate disciplinary action will be instituted. The employee covered by this policy who refuses or fails an alcohol or drug test and then refuses assistance or fails to satisfactorily complete the E.A.P. may be disciplined up to and including termination.

21. Conformity to Law.

In the event this policy is in violation of any applicable law or administrative regulation, the City will make such changes as are necessary to conform this policy to such law or administrative regulation.

APPENDIX I

COVERED POSITIONS/CLASSIFICATIONS
DOT/FHWA/FTA (Highways and Transit Operations)

The following employee classifications/positions are subject to testing if the employee holds a commercial driver's license and operate commercial motor vehicles (as defined in Appendix II) in a safety-sensitive position, or works in a safety-sensitive function in transit operations. Additional positions may be subject to testing if the employee has a commercial driver's license and operates a commercial motor vehicle in safety-sensitive duties.

CLASSIFICATION TITLES

Utilities Division

Utilities Supervisor
Assistant Utilities Supervisor
Utilities Maintenance Worker, Sr.
Utilities Maintenance Worker II
Utilities Maintenance Worker I

Electrical/Mechanical Maintenance Supervisor
Electrical/Mechanical Technician, Sr.
Electrical/Mechanical Technician II
Electrical/Mechanical Technician I

Fleet Maintenance Supervisor
Fleet Maintenance Mechanic, Sr.
Fleet Maintenance Mechanic, II
Fleet Maintenance Mechanic, I

Public Facilities Maintenance Services Division

Public Facilities Maintenance Supervisor
Assistant Public Facilities Maintenance Supervisor
Public Facilities Maintenance Worker, Sr.
Public Facilities Maintenance Worker II
Public Facilities Maintenance Worker I

APPENDIX II

DEFINITIONS

Accident A vehicle accident under 49 CFR Part 382 involving either (1) a loss of human life, or (2) the employee receives a citation for a moving violation arising from the accident. Also, an accident as defined in 49 CFR Part 655.

Air blank A reading by an EBT of ambient air containing no alcohol.

Alcohol The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol. Alcohol (CH_3), Ethyl alcohol (CH_2OH), ETOH (C_2H_5OH)

Alcohol concentration The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under Part 382 and Part 40.

Alcohol use Alcohol use in DOT/FTA rules means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Blind sample A urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs or which is blank, containing no drugs.

Breath Alcohol Technician (BAT) An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

Chain of custody Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen at the DHHS certified laboratory.

Collection site A designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Commercial motor vehicle A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds; or (3) is designed to transport 16 or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR 172).

Confirmation test (alcohol) A second alcohol test that follows a screening test by BAT with EBT after 15 minute deprivation period. The confirmation test controls over the screening test (if different result). Results of alcohol concentration less than 0.02 are reported as negative. Result 0.02-0.039 require employee be removed from the safety-sensitive function (but no DOT violation) for 24 hours. Result 0.04 or more is a violation of the DOT/FTA rules and requires removal until further evaluation by SAP.

Confirmation test (controlled substance) A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GS/MC) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine (PCP).

Covered employee Any person who performs functions classified by DOT/FTA as "safety- sensitive" functions and intended to be included and regulated by DOT/FTA-mandated drug and alcohol testing. This includes an applicant for employment in the covered classifications.

Controlled substance (commonly referred to as "drugs") Includes the following five prohibited drugs: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), and Amphetamines. See also the definition of drug test.

Deprivation period The period of time after a screening test for alcohol which indicates a breath alcohol concentration of 0.02 or greater. The waiting period cannot be less than 15 minutes but must be within 20 minutes from the completion of the screening test.

DHHS U.S. Department of Health & Human Services (federal).

Drug Program Manager (DPM) The employer-designated individual responsible for the preparation of a drug testing anti-drug plan which complies with DOT/FTA regulations and requirements. The DPM provides oversight and evaluation of the plan; reviews all discipline applied under the plan for consistency and conformance to employer policies and procedures; schedules random drug testing and return-to-duty testing; and maintains locked files on drug testing results.

Drug test (also referred to as controlled substance test) Refers to the DOT/FTA-mandated testing for certain controlled substances by a DHHS certified laboratory of employee urine samples for five prohibited drugs as follows: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), and Amphetamines.

EAP Abbreviation for "Employee Assistance Program." DOT/FTA requires each employer to have an EAP program to provide education and training on substance

abuse to all employees including informational material, a community service hot-line telephone number, and distribution of employer's policy regarding the use of prohibited drugs and alcohol to all new employees.

Employee Any person who operates a commercial motor vehicle including full or part-time employees, leased drivers and independent owner-operator contractors who operate a commercial motor vehicle at the direction of the City, and employees engaged in safety-sensitive functions in transit operations. For pre-employment/pre-duty testing, the term employee includes a person applying for employment which would require the applicant to drive a commercial motor vehicle or engage in a safety-sensitive function in transit operations.

Evidential Breath Testing (EBT) device The equipment required by DOT/FTA for alcohol testing and approved by the National Highway Traffic Safety Administration (NHTSA) and listed on their Conforming Products List. EBT must be capable of printing out the results, date and time, a sequential test number, and the name and serial number of the EBT, to ensure the reliability of the results and one which NHTSA has approved a quality assurance program submitted by the device manufacturer.

Management Information System (MIS) Employer must maintain a record keeping and reporting system to include the number of covered and tested employees for both DOT/FTA-mandated drug and alcohol testing, the number of alcohol screening and confirmation tests, the number of drug tests, the number of denied positions in pre-employment testing (for drug), and the number of return-to-duty tests.

Medical Review Officer (MRO) The MRO is a licensed physician with knowledge of drug abuse disorders. MRO reviews all negative and positive drug test results and interviews individuals tested positive to verify the laboratory report before the employer is notified. MRO recommends whether and when an employee who refused to take or did not pass a drug test may return to work and schedule follow-up unannounced drug testing for a period of up to 60 months.

Performing a safety-sensitive function The employee is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform, or immediately available to perform as a driver of a commercial motor vehicle, or who performs or will perform a safety-sensitive function for transit operations.

Positive alcohol test The confirmation test performed by the BAT with EBT recorded result of 0.04 or more which is a violation of the DOT/FTA rules and requires removal from the covered position until further evaluation by an SAP.

Positive drug test To have the presence of a drug or a drug metabolite in an employee's system as determined by appropriate testing of a urine specimen that is

equal to or greater than the levels allowed by DOT/FTA in the confirmation test, and which is determined by the MRO to be the result of the use of illegal drugs. An employee whose drug test is positive cannot perform in a covered position until MRO retests and treatment and/or EAP.

Quality Assurance Plan (QAP) Plan for EBT developed by the manufacturer and approved by NHTSA. Key elements of the Plan include: methods for external calibration checks, minimum intervals for calibration checks, tolerances for calibration checks, inspection, maintenance and calibration reports. Employer must maintain records of compliance with QAP including calibration checks.

Random sample DOT/FTA drug and alcohol testing of covered employees performed on an unannounced and random selection basis. The random tests are spread reasonably over a 12-calendar month period to test at least 10% of all covered employees for alcohol, and 25% of covered employees for drugs.

Refusal to submit (to alcohol or drug test) The persons (1) fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing,(2) fails to provide adequate urine for drug testing without a valid medical explanation after he/she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process.

Safety-sensitive position (function) An employee who drives, is ready to drive, or available to drive commercial motor vehicles for the employer is considered to be performing a safety-sensitive function according to DOT-FHWA/FTA regulations. Also, a safety-sensitive function includes any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), and maintenance of a revenue service vehicle or equipment used in revenue service.

Screening test (or initial test) In drug testing, an immunoassay screen to eliminate "negative" urine specimens from further consideration. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in his/her system.

Substance Abuse Professional (SAP) A licensed physician, social worker, psychologist, EAP or certified NAADAC (National Association of Alcohol and Drug Abuse Counselors) addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

APPENDIX III

LIST OF SUPERVISORS RECEIVING TRAINING IN DRUG-DETECTION AND ALCOHOL MISUSE

The following list of supervisors presently supervise employees in covered positions listed in Appendix I for DOT/FTA/FHWA safety-sensitive functions. This list is subject to amendment without notice. To obtain a current list, contact the City's Personnel Office.

Felix Romero, Utilities Supervisor

Jose Cantu, Fleet Maintenance Supervisor

Rob Winters, Electrical/Mechanical Maintenance Supervisor

Mike Murphy, Assistant Public Facilities Maintenance Supervisor

Keith Humphres, Assistant Public Facilities Maintenance Supervisor

Ray Garcia, Public Facilities Maintenance Supervisor

Larry Gilley, Utilities Manager

Allison Van Guilder, Parks, Recreation & Public Facilities Director

Erik Schulze, Parks, Recreation & Public Facilities Manager

Michael Cooke, Municipal Services Director

APPENDIX IV

ALCOHOL TESTING PROCEDURES

Alcohol testing procedures are as defined in 49 CFR Parts 382, 386, 390, 655, and 40, and are outlined below:

A. For alcohol testing, the employer shall use only EBTs which meet the requirements of 49 CFR 40.231.

B. An EBT shall have a Quality Assurance Plan (QAP) developed by the manufacturer which designates the methods to be used to perform external calibration checks using devices on the NHTSA "Conforming Products List of Calibrating Units for Breath Alcohol Tests" and other requirements set forth in 49 CFR 40.233.

C. Alcohol testing will be performed on breath only unless otherwise required by DOT/FTA under amended regulations.

D. Alcohol testing shall be conducted in a location that affords visual and aural privacy to the individual being tested sufficient to prevent unauthorized persons from seeing or hearing test results. (49 CFR 40.221)

E. Alcohol testing may be conducted in a mobile connection facility as permitted in 49 CFR 40.221(f).

F. The employer shall use the breath alcohol testing form prescribed by DOT form and log book requirements in Part 40, and the BAT shall follow all procedures required in Part 40.

G. Prior to testing, the BAT will require the employee to provide positive identification (such as a photo ID or ID by an employer representative).

H. A screening test (initial test) shall be performed by the BAT, with printed results which the BAT will show to the employee.

1. In any case in which the breath alcohol concentration is less than 0.02, the BAT shall date and sign the form and the employee shall sign the certification and fill in the date on the form. No further testing is required and the BAT shall transmit the result of less than 0.02 to the employer in a confidential manner.

2. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test shall be performed (49 CFR 40 Subpart L.

I. A confirmation test is performed according to 49 CFR 40 Subpart M, by the BAT after a 15 minute deprivation period (but not more than 20 minute after the screening test) while under BAT supervision at all times. The result of the confirmation test controls and overrules the screening test (if a different result). Results are recorded on required forms and reported to the employer by the EBT.

1. Results of breath alcohol concentration less than 0.02 are reported as negative.

2. Results of breath alcohol concentration of 0.02 or greater but less than 0.04 will prevent the employee from performing or continuing to perform safety-sensitive functions until: (a) the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test (49 CFR 382.505, 49 CFR 655.35). Return to work is subject to the requirements of Sections 3(a)(6) and 14(b) of this City policy.

3. Results of alcohol concentration of 0.04 or more is a violation of the DOT/FHWA/FTA rules and requires removal from the safety-sensitive functions until further evaluation by a SAP and retesting.

J. Refusal to complete and sign the breath alcohol testing form, to provide breath, to provide an adequate amount of breath, or otherwise to cooperate with the testing process to prevent the completion of the test shall be noted by the BAT and communicated to the employer.

K. Inability to provide adequate amount of breath because of a medical condition shall be immediately reported to the employer and require evaluation by a licensed physician acceptable to the employer according to Part 40.265.

L. If a consent or release form is required by collection site, other than the employer's site, and the employee refuses to sign the form, thereby resulting in no test being taken, the refusal to sign the consent or release form for the collection site shall be considered a refusal to test.

APPENDIX V

SUBSTANCE ABUSE PROFESSIONAL (SAP)

A. Substance Abuse Professional (SAP) is defined in 49 CFR 382.605, 49 CFR 655.52. See definitions in Appendix II.

B. The SAP is a licensed physician, social worker, psychologist, EAP or certified NAADAC (National Association of Alcohol and Drug Abuse Counselors) addiction counselor with knowledge of and clinical experience in diagnosis and treatment of alcohol and controlled substances-related disorders. The name and address of the SAP is as follows:

Harold S. Draper LCSW
Licensed Clinical Social Worker
1015 12th Street Ste. #5
Modesto, CA 95354
(209) 345-8966

C. SAP functions include the following:

1. Conduct evaluation of employee who has engaged in prohibited conduct

2. Determine if employee needs assistance in resolving problems associated with alcohol misuse or controlled substance use

3. Refer employee for treatment/rehabilitation as appropriate

4. Conduct return-to-duty evaluation to determine if employee has complied with any recommendations for treatment/rehabilitation

5. May establish follow-up testing regime

6. May recommend drug testing for those employees who have poly-substance abuse problems

7. Reject test results that do not comply with the Mandatory Guidelines

8. Maintain the required records to administer this program

9. SAP cannot conduct treatment or refer to affiliated facility except if assessment and treatment through public agency, or person for treatment is provided through the health care program or the SAP is the only person available.

APPENDIX VI

CONTROLLED SUBSTANCE (DRUG) TESTING PROCEDURES

Controlled substance (drug) testing procedures are as defined in 49 CFR Parts 382, 386, 390, 655, and 40 and as set forth in summary below:

A. Applicants and employees required to participate in the controlled substance (drug) testing program will be notified that a drug test is necessary and the basis upon which the testing is performed (e.g., random, post-accident, return-to-duty, etc.).

B. Drug testing will be performed utilizing split specimen urine samples. Split specimen requires collection of urine in a single container (minimum 45 ml) which is subdivided into two containers (30 ml primary; 15 ml secondary), labeled, sealed, and shipped in a single shipping container to the lab.

C. Each urine specimen shall be tested for evidence of the following controlled substances: marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines. (49 CFR 40, 49 CFR 382.107, 49 CFR 655.21)

D. An applicant who is offered a position covered by this policy will be required to report to the alcohol and drug testing collection site specified in Appendix IX of this policy and provide both an alcohol breath test and a urine specimen.

E. Upon notification that a drug test is required, an employee will report as soon as possible after notification to the drug collection site and provide a urine specimen.

F. The collection agency shall adhere to all requirements outlined in 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, as amended.

G. Retention of urine specimens and retesting shall be in accordance with 49 CFR 40, 655, and 382.

1. The laboratory shall retain samples that yield confirmed positive results for one year in secured frozen storage. The laboratory may be requested to retain the sample for an additional reasonable period; however, if no request is received during the one year period, the sample will be discarded at the end of one year.

2. If the MRO determines there is no legitimate medical reason for a confirmed positive test result other than the unauthorized use of a

prohibited drug, the MRO shall advise the employee of the positive test result. The determination of a positive test level is set out in Appendix XIII herein. The employee may request retesting, which will require the employee to submit a written request to the MRO for a GC/MS retest of the secondary urine specimen within 72 hours after notification of the positive test result from the MRO receipt of final test results from the MRO. Retesting will be performed at a different DHHS certified lab that is certified by the U.S. Department of Health and Human Services (DHHS) which shall be selected by the employee's collective bargaining agent and be inspected and approved by City's MRO (see Appendix VIII for laboratory name and collection location). The cost of shipment (if any) and reanalysis of the specimen must be paid in advance by the employee and will be reimbursed if the retest is negative.

3. If the employee specifies retesting by a second laboratory, the original laboratory must follow approved chain-of-custody procedures in transferring the split specimen.

4. If the MRO is unable to contact the employee, the employer shall request the employee contact the MRO prior to dispatching the employee or within 24 hours, whichever is earlier.

H. Intentional acts of the applicant or employee to contaminate or invalidate the urine specimen will be deemed a failed test result. If a consent or release form is required by collection site, other than the employer's site, and the employee refuses to sign the form, thereby resulting in no test being taken, the refusal to sign the form for the collection site is considered a refusal to test.

I. A positive test for controlled substances (drugs) means to have the presence of a drug or a drug metabolite in an employee's system as determined by appropriate testing of a bodily specimen that is equal to or greater than the levels specified in the appendix for the confirmation test and is validated by the MRO as being positive (see Appendix V). An employee whose drug test is positive will be considered in violation of this policy.

J. Blind Performance Test Procedures:

1. General:

a. The employer shall use blind testing quality control procedures as provided below.

b. The employer shall submit three blind performance test specimens for each 100 employee specimens submitted, up to a maximum of 100 blind performance test specimens submitted per quarter. DOT

may increase this per quarter maximum number of samples if doing so is necessary to ensure adequate quality control of employers or consortiums with very large numbers of employees.

2. Covered Employees: For employers with 2,000 or more covered employees, approximately 80 percent of the blind performance test samples shall be blank (i.e., containing no drugs or otherwise as approved by DOT/FTA) and the remaining samples shall be positive for one or more drugs per sample in a distribution such that all the drugs to be tested are included in approximately equal frequencies of challenge. The positive samples shall be spiked only with those drugs for which the employer is testing. This paragraph shall not be construed to prohibit spiking of other (potentially interfering) compounds, as technically appropriate, in order to verify the specificity of a particular assay.

3. Employers with fewer than 2,000 covered employees may submit blind performance test specimens as provided in the above paragraph. The employer may also submit only blank samples or may submit two separately labeled portions of a specimen from the same non-covered employee.

APPENDIX VII

MEDICAL REVIEW OFFICER (MRO)

A. Medical Review Officer (MRO) is defined in 49 CFR 40.121. The MRO is a licensed physician with knowledge of substance abuse disorders. See also Appendix II definition.

B. Medical Review Officer information:

Stephen J. Kracht, D.O.
Certificate # 0807863
8140 Ward Pkwy Suite 275
Kansas City, MO 64114
Phone 800-881-0722 Fax 913-469-4029

C. The following is a partial listing of the MRO's specific responsibilities as defined in 49 CFR 40.123. Additional details of responsibilities may be found in the DHHS Medical Review Officer Manual.

1. Receive positive confirmed drug test results from laboratory.

2. Request, if needed, a quantitative description of drug test results.

3. Receive a certified copy of the original chain of custody.

4. Review and interpret positive drug test results according to the DOT/FTA-mandated standard set forth in Appendix XIII.

5. Inform the tested individual and provide drug test results.

6. Conduct a medical interview with the tested individual.

7. Review the individual's medical history, or any other relevant biomedical factors.

8. Give the individual an opportunity to discuss test results, and advise the individual that the original split urine specimen sample may be retested at a different DHHS certified laboratory upon the written request of the employee, if the written request is made within 72 hours from notification of the positive drug test result.

9. Order a reanalysis of the split urine specimen in a different DHHS certified laboratory, if necessary.

10. Consult with others if question of accuracy arises, consistent with confidentiality requirements.

11. Consult with laboratory officials.

12. Reject urinalysis results that do not comply with the Mandatory Guidelines.

13. Confirm an opiate-positive urine by "clinical evidence"; except for GC/MS confirmation of 6-monoacetylmorphine. (49 CFR 40.139)

14. Determine whether a result is scientifically sufficient.

15. Determine whether a result is consistent with legal drug use.

16. Forward results of verified positive tests to the employer.

17. Maintain the required records to administer this program.

APPENDIX VIII

NAME AND LOCATION OF DHHS CERTIFIED LABORATORY

The testing laboratory for this policy for primary testing will be a laboratory certified by DHHS and approved by the MRO. The name and location of the testing laboratory is as follows:

Alere Toxicology
111 Newton Street
Gretna LA 70053
Phone: 504.361.8989
Fax: 504.361.8298
Email: toxcs@alere.com

Retesting of the split sample will be performed by a different laboratory certified by DHHS and approved by the MRO. The name and location of the laboratory is as follows:

Quest Diagnostics
Corporate Headquarters
1290 Wall Street, West
Lyndhurst, NJ 07071
(800) 877-7484

Laboratory Procedures: The DHHS certified laboratories shall comply with all methods and procedures of 49 CFR Part 40, as amended, and will provide annual proof of certification and compliance to the City Occupational Health Services, MRO, and the employer.

APPENDIX IX

NAME AND LOCATION OF COLLECTION AGENT

Collection Agent:

Romeo Medical Work Wellness
Attn: Courtney Taylor
1801 Colorado Ave. Suite 130
Turlock, CA 95382
(209) 216-3333

After Hours and Weekends:

Emergency Department (Emanuel Medical Center)
825 Delbon Avenue
Turlock, CA 95382

Open 24 Hours

APPENDIX X

POST-ACCIDENT PROCEDURES AND INSTRUCTIONS
49 CFR PART 382.303(D) AND 49 CFR PART 655.4 REQUIREMENTS

A. If an accident involves (1) the loss of human life, or (2) the driver receives a citation for a moving violation arising from the accident, or (3) the accident involves a transit vehicle and an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or (4) the accident involves a transit vehicle and one or more vehicles involved incurs disabling damage as the result of the occurrence, the driver must be tested for alcohol and drugs under the DOT/FTA-mandated policy. The testing should occur as soon as practicable following an accident.

B. Alcohol testing. If an alcohol test is required, the employee shall be alcohol tested within two (2) hours following the accident or otherwise the employer shall document the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the accident, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test (CFR 382.303(d)(1), 49 CFR 655.44).

C. Drug testing. If a drug test is required, the employee shall be tested for drug use by obtaining a split urine specimen as soon as possible, but no later than 32 hours after the accident. Because certain drugs or drug metabolites do not remain in the body for extended periods of time, testing should be as soon as possible.

D. All reasonable steps will be taken to obtain an alcohol test from an employee after an accident. In case of a conscious but hospitalized employee, the hospital or medical facility will be requested to obtain a sample and, if necessary, reference will be made to the DOT/FTA alcohol testing requirements. If an employee is unconscious or otherwise unable to evidence consent to the procedure, the employer shall notify the hospital of the need for a test and wait until the treating physician determines the employee is able to understand and comply.

E. If an employee who is subject to post-accident testing is conscious, able to provide an alcohol test or urine specimen (in the opinion of medical professional) and refuses to be tested, that employee will be subject to discipline, up to and including termination.

F. Under the City-wide drug and alcohol policies, additional non-DOT/FTA testing may also be requested by the employer following any type of motor vehicle accident or incident in which safety precautions were violated or

unusually careless acts were performed, or which involve substandard performance by the employee, or related to unusual behavior, driving, altercations, or other indications of alcohol and/or drug usage.

APPENDIX XI

E.A.P. HOTLINE TELEPHONE NUMBER

E.A.P. HOTLINE TELEPHONE NUMBER:	1-800-535-4985
Operating Hours:	24 Hours

APPENDIX XII

RECORDKEEPING AND REPORTING PROCEDURES

Records will be maintained in accordance with the requirements of 49 CFR 382.401-409, et al. and 655.71 as outlined below:

A. Retention Period. The employer will keep the following records for the periods specified. These records will be maintained in a secure location with controlled access:

1. Five-Year Retention Period:

    a. Records of employee alcohol test results with results indicating an alcohol concentration of 0.02 or greater
    b. Records of employee verified positive drug test results
    c. Documentation of refusals to take alcohol/drug tests
    d. Calibration of Evidential Breath Testing (EBT) devices documentation
    e. Employee evaluation and referrals
    f. Copy of each annual calendar year summary required by 49 CFR 382.403
    g. Substance abuse professionals (SAP) evaluations and referrals will be kept a minimum of 5 years

2. Two-Year Retention Period:

    a. Records related to the alcohol and drug test collection process (except calibration of EBT devices).
    b. Records of BAT, supervisor and employee training after the individuals cease to perform those functions.

3. One-Year Retention Period:

    a. Records of negative and canceled drug test results
    b. Records of test results indicating a breath alcohol concentration less than 0.02
    c. Records relating to the collection process (except calibration) and required testing will be kept a minimum of two years.

4. Indefinite Retention Period

    a. Records related to the education and training of BATs, supervisors, and employees while the individuals perform the functions which require the training.

B. Types of Records Maintained. If a document is required to be prepared under these regulations, it must be maintained.

1. Records relating to the collection process include:

    a. Collection log books
    b. Documents related to the random selection process
    c. Calibration documentation for EBTs
    d. Documentation of BAT training
    e. Documentation of reasonable suspicion testing
    f. Documentation of reasoning for post-accident testing
    g. Documentation verifying a medical explanation for the inability to provide adequate breath or urine for testing
    h. Consolidated annual calendar year summaries required by 49 CFR 382.403

2. Records relating to employee's test results including:

    a. Employer's copy of alcohol test form including results of test
    b. Employer's copy of drug test chain of custody and control form
    c. Documents sent from MRO to employer
    d. Documents relating to refusal to test
    e. Documents presented by an employee to dispute the result of an alcohol or drug test
    f. Documents generated in connection with verifications of prior employers' alcohol or controlled substances test results that were obtained by the employer:

        i. In connection with the exception in 49 CFR 382.301, and
        ii. As required by 49 CFR 382.413.

3. Records related to other violations of DOT/FHWA/FTA

4. Records related to evaluations as follows:

    a. SAP determination of employee's need for assistance
    b. Records concerning employee's compliance with SAP recommendations

5. Records related to education and training as follows:

    a. Materials on awareness for alcohol misuse and controlled substance use including a copy of employer's policy

b. Documentation of compliance with the requirements of 382.601 including employee's signed receipt of education materials and policy
c. Documentation of supervisor training for alcohol and drug testing based on reasonable suspicion
d. Certification of training for breath alcohol technicians as required by 49 CFR 40.213(a)
e. Certification that any training conducted under 49 CFR 40 and 382 complies with the requirements for such training

6. Records relating to alcohol and drug testing as follows:

a. Agreements with collection site, laboratory, and MRO
b. Names and positions of officials and role in employer's testing program(s)
c. Semi-annual laboratory statistical summaries of urinalysis required by 49 CFR 40.111(a)
d. Employer's alcohol and drug testing policy and procedures
e. Location of all records

C. Reporting for Management Information System (49 CFR 382.403)

1. When requested by the Federal Motor Carrier Safety Administration during the month of January, annual summaries of alcohol and drug testing results shall be completed for the calendar year just ended, by March 15 of the following year using the Management Information System (MIS) form and instructions as required by 49 CFR part 40 (at 40.26 and appendix H to part 40) or the electronic version of the MIS form provided by the DOT. The annual summary shall include the following:

a. The number of drivers subject to Part 382
b. Drivers subject to testing under alcohol or drug use rules of more than one DOT agency, identified by agency
c. Number of urine specimens collected by type (random, pre-employment, follow-up, etc.)
d. Number of positive verified by MRO by type of test
e. Number of negative verified by MRO by type of test
f. Number of drivers denied position following pre-employment positive drug or alcohol test of 0.04 or greater
g. Number of drivers with tests verified positive by MRO for multiple drugs
h. Number of drivers who refused to take alcohol and/or drug test
i. Number of supervisors receiving alcohol reasonable suspicion training
j. Number of supervisors receiving controlled substance reasonable suspicion training

k. Number of screening alcohol tests by type of test
l. Number of confirmation alcohol tests by type of test
m. Number of confirmation alcohol tests indicating an alcohol concentration of 0.02 or greater but less than 0.04 by type of test
n. Number of confirmation alcohol tests indicating an alcohol concentration of 0.04 or greater by type of test
o. Number of drivers in this reporting period who were returned to duty (having complied with SAP recommendations) who previously: 1) had a verified positive drug test result, or 2) engaged in prohibited alcohol misuse
p. Number of drivers administered a drug and alcohol test at the same time with a verified positive drug test and an alcohol concentration of 0.04 or greater

2. Each employee shall be identified who is subject to more than one DOT/FTA agency alcohol or drug rule. The identification will be by the total number of covered functions. Prior to testing, the employer shall identify which DOT/FTA agency under which the employee performs more than 50% of his or her duties. and test result information shall be directed to the appropriate DOT agency. (49 CFR 655.45(j))

APPENDIX XIII

LEVELS OF CONTROLLED SUBSTANCES (DRUGS)
CONSIDERED TO BE POSITIVE

Positive levels for prohibited drugs:

Drug and/or Metabolite	Initial Level	Confirmation Level
Marijuana	50 n/ml	15 n/ml
Cocaine	300 n/ml	150 n/ml
Opiates (morphine and/or codeine)	300 n/ml	300 n/ml
Phencyclidine (PCP)	25 n/ml	25 n/ml
Amphetamines and/or Methamphetamines	1000 n/ml	500 n/ml

EFFECTIVE JANUARY 1, 1996
AMENDED: DECEMBER 2000, JANUARY 2001, MARCH 2004, JANUARY 2007, JULY 2009, AUGUST 2011, JANUARY 2013, JULY 2015, JANUARY 2017

City Council Staff Report

January 13, 2026

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 Agee Construction Corporation, of Clovis, CA, in the amount of $6,127,005.00 and a contingency amount of $613,000.00 (10%) to be funded by Fund 115 “Measure A - Roads” bond proceeds for construction of Bid Package 2 for City Project No. 23-068 “Provost & Pritchard Task Order No. 2 for Roads Program CIP Projects"

Resolution: Determining the award of bid for construction of Bid Package 2 for City Project No. 23-068 “Provost & Pritchard 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 Provost & Pritchard Consulting Group for City Project No. 23-068 “Provost & Pritchard Task Order No. 2 for Roads Program CIP Project” for the rehabilitation of a grouping of street sections. The City Council also authorized staff to proceed with advertising the project for construction upon completion of bid documents.

Bid Package 2 is the second of the three (3) bid packages under this Task Order to be completed. Construction of N. Denair Avenue, from E. Olive Avenue to E. Canal Drive, was deferred and will be done along with the rehabilitation of Mitchell Avenue in order to address drainage issues along Mitchell Avenue and at the intersection of Mitchell Avenue with N. Denair Avenue. Bid Package 2 includes the following streets:

23-068 Bid Package 2				
Street Name	**From**	**To**	**Length (ft)**	**District**
Rose St.	Cahill Ave.	North End	979.00	1
Lyons Ave.	E. Main St.	Colorado Ave.	1,807.00	1
Oak St.	Cooper Ave.	E. Canal Dr.	708.00	1
N. Denair Ave.	E. Main St.	E. Olive Ave.	364.00	1
	E. Canal Dr.	E. Hawkeye Ave.	2,523.00	1
S. Denair Ave.	E. Main St.	Crane Ave.	341.00	1
Hamilton St.	E. Main St.	Marshall St.	722.00	1
Sierra St.	E. Canal Dr.	N. Berkeley Ave.	1,916.00	1
Tahoe Dr.	E. Main St.	Yosemite St.	705.00	1
Shasta St.	E. Main St.	Sierra St.	321.00	1
		Total Length	10,386.00	

City Project No. 23-068 (Bid Package 2) was advertised for construction bids on November 7, 2025 through the City's website and the Turlock Journal.

Bids for City Projects No. 23-068 (Bid Package 2) were opened on December 9, 2025 at 2:00PM. A total of three (3) bids were received:

BIDDER	BID AMOUNT
Agee Construction Corporation; Clovis, CA	**$6,127,005.00**
Mountain Cascade, Inc.; Livermore, CA	$6,193,248.00
Granite Construction Company; Fresno, CA	$6,891,666.73

Staff reviewed the bids for bidder responsiveness and responsibility and recommends approval of an agreement for City Projects No. 23-068 (Bid Package 2) with Agee Construction Corporation, of Clovis, CA, as the lowest responsive, responsible bidder with a bid amount of $6,127,005.00.

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 mid to late March 2026, weather permitting.

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 $8,376,872.85 which will be funded by Fund 115 "Measure A - Roads" bond proceeds, account number 115-10-115-801.51270. The overall fiscal impact, including professional services, is shown below.

23-068 Bid Package 2	Fund 115 "Measure A"
Design (Provost & Pritchard) *	$ 421,864.30
CM & Inspection (NV5)	$1,215,003.55
Construction Contract	$6,127,005.00
Construction Contingency	$ 613,000.00
Total Estimated Cost	$8,376,872.85

*Design cost is pro-rated based on the linear footage of street sections included in Bid Package 2.

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 Agee Construction Corporation, of Clovis, CA, for construction of Bid Package 2 for City Project No. 23-068

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE AWARD OF BID FOR CONSTRUCTION OF BID PACKAGE 2 FOR CITY PROJECT NO. 23-068 "PROVOST & PRITCHARD 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. 2026-**

WHEREAS, City Project No. 23-068 "Provost & Pritchard Task Order No. 2 for Roads Program CIP Projects" (Bid Package 2) 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 December 9, 2025, three (3) bids were received for the construction of City Project No. 23-068 (Bid Package 2), with Agee Construction Corporation, of Clovis, CA, submitting the lowest responsive, responsible bid in the amount of $6,127,005.00; 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 Bid Package 2 for City Project No. 23-068 "Provost & Pritchard 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 13th day of January, 2026, 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: 23-068 Package 2 - Roads Program CIP
PROJECT NUMBER: 23-068BP2
BID OPENING: December 9, 2025
2:00 P.M.
ANTICIPATED COUNCIL AWARD DATE: January 13, 2026

				ENGINEER'S ESTIMATE		1 Agee Construction Corporation		2 Mountain Cascade, Inc.		3 Granite Construction Company	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	$210,000.00	$210,000.00	$550,000.75	$550,000.75	$136,200.00	$136,200.00	$680,000.00	$680,000.00
2	Remove and Replace Monument	EA	5	$2,500.00	$12,500.00	$1,500.00	$7,500.00	$3,000.00	$15,000.00	$3,000.00	$15,000.00
3	Traffic Control	LS	1	$210,000.00	$210,000.00	$219,000.00	$219,000.00	$55,000.00	$55,000.00	$185,000.00	$185,000.00
4	Portable Changeable Message Signs	EA	10	$5,000.00	$50,000.00	$10,500.00	$105,000.00	$6,500.00	$65,000.00	$10,000.00	$100,000.00
5	Construction Funding Signs	EA	14	$1,500.00	$21,000.00	$1,400.00	$19,600.00	$3,250.00	$45,500.00	$1,250.00	$17,500.00
6	Jobsite Management	LS	1	$30,000.00	$30,000.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$25,000.00	$25,000.00
7	Storm Water Pollution Prevention Plan (SWPPP) - Preparation and Implementatio	LS	1	$40,000.00	$40,000.00	$6,500.00	$6,500.00	$15,000.00	$15,000.00	$2,500.00	$2,500.00
8	Erosion and Dust Control BMPs	LS	1	$70,000.00	$70,000.00	$22,000.00	$22,000.00	$36,500.00	$36,500.00	$15,000.00	$15,000.00
9	Construction Staking	LS	1	$130,000.00	$130,000.00	$50,000.00	$50,000.00	$65,000.00	$65,000.00	$46,400.00	$46,400.00
10	Pothole Existing Utilities	LS	1	$45,000.00	$45,000.00	$21,000.00	$21,000.00	$200,000.00	$200,000.00	$130,000.00	$130,000.00
11	Video Sewer and Storm Drain	LS	1	$100,000.00	$100,000.00	$18,000.00	$18,000.00	$110,000.00	$110,000.00	$75,000.00	$75,000.00
12	Clearing and Grubbing	LS	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$60,000.00	$60,000.00	$467,000.00	$467,000.00
13	Roadway Excavation (F)	CY	1,035	$250.00	$258,750.00	$250.00	$258,750.00	$350.00	$362,250.00	$305.00	$315,675.00
14	Cold Plane Asphalt Concrete Pavement	SY	48,732	$7.00	$341,124.00	$1.00	$48,732.00	$3.50	$170,562.00	$5.00	$243,660.00
15	Unsuitable Material	CY	237	$100.00	$23,700.00	$135.00	$31,995.00	$237.00	$56,169.00	$120.00	$28,440.00
16	Remove Concrete Curb	LF	4,408	$9.00	$39,672.00	$9.00	$39,672.00	$4.00	$17,632.00	$8.00	$35,264.00
17	Remove Concrete Curb & Gutter	LF	7,402	$20.00	$148,040.00	$14.00	$103,628.00	$5.00	$37,010.00	$9.00	$66,618.00
18	Remove Drive Over Curb & Gutter	LF	249	$8.00	$1,992.00	$16.50	$4,108.50	$5.00	$1,245.00	$12.00	$2,988.00
19	Remove Concrete Flatwork	SF	33,296	$5.00	$166,480.00	$4.00	$133,184.00	$2.50	$83,240.00	$3.00	$99,888.00
20	HMA (Type A)	TON	11,456	$125.00	$1,432,000.00	$120.00	$1,374,720.00	$121.00	$1,386,176.00	$140.00	$1,603,840.00
21	Full depth Reclamation-Cement	SY	43,051	$17.00	$731,867.00	$13.00	$559,663.00	$12.00	$516,612.00	$16.75	$721,104.25
22	Cement (Full-Depth Reclamation-Cement)	TON	697	$200.00	$139,400.00	$250.00	$174,250.00	$240.00	$167,280.00	$214.84	$149,743.48
23	Mix Design (Full-Depth Reclamation-Cement)	LS	1	$50,000.00	$50,000.00	$23,000.00	$23,000.00	$21,800.00	$21,800.00	$19,000.00	$19,000.00
24	Minor Concrete (Curb Ramp)	SF	2,924	$25.00	$73,100.00	$26.00	$76,024.00	$44.00	$128,656.00	$9.00	$26,316.00
25	Minor Concrete (Curb Only)	LF	150	$60.00	$9,000.00	$47.00	$7,050.00	$57.00	$8,550.00	$28.00	$4,200.00
26	Minor Concrete (Curb and Gutter)	LF	12,096	$60.00	$725,760.00	$46.00	$556,416.00	$54.00	$653,184.00	$34.00	$411,264.00
27	Minor Concrete (Sidewalk)	SF	19,062	$12.00	$228,744.00	$10.50	$200,151.00	$17.00	$324,054.00	$6.75	$128,668.50
28	Minor Concrete (Driveway)	SF	12,173	$25.00	$304,325.00	$16.00	$194,768.00	$18.00	$219,114.00	$8.50	$103,470.50
29	Minor Concrete (Alley Approach)	SF	2,704	$25.00	$67,600.00	$22.00	$59,488.00	$23.00	$62,192.00	$12.25	$33,124.00
30	Minor Concrete (Valley Gutter)	SF	3,451	$30.00	$103,530.00	$21.00	$72,471.00	$18.00	$62,118.00	$13.00	$44,863.00
31	Minor Concrete (Drive Over Curb)	SF	134	$50.00	$6,700.00	$45.00	$6,030.00	$63.00	$8,442.00	$36.00	$4,824.00
32	Detectable Warning Surface	SF	695	$45.00	$31,275.00	$61.00	$42,395.00	$45.00	$31,275.00	$55.00	$38,225.00
33	Remove Catch Basin	EA	16	$2,000.00	$32,000.00	$900.00	$14,400.00	$3,900.00	$62,400.00	$1,000.00	$16,000.00
34	Storm Drain Catch Basin	EA	23	$8,000.00	$184,000.00	$11,000.00	$253,000.00	$10,700.00	$246,100.00	$9,000.00	$207,000.00
35	Storm Drain Manhole	EA	12	$15,000.00	$180,000.00	$8,300.00	$99,600.00	$10,750.00	$129,000.00	$10,000.00	$120,000.00
36	Adjust Storm Drain Catch Basin to Finished Grade	EA	4	$1,500.00	$6,000.00	$1,150.00	$4,600.00	$5,650.00	$22,600.00	$4,500.00	$18,000.00
37	18" Storm Drain Pipe	LF	1,795	$225.00	$403,875.00	$210.00	$376,950.00	$148.00	$265,660.00	$200.00	$359,000.00
38	Remove Storm Drain Pipe	LF	140	$70.00	$9,800.00	$160.00	$22,400.00	$58.00	$8,120.00	$45.00	$6,300.00
39	Adjust Utility Pull Box to Finished Grade	EA	8	$1,500.00	$12,000.00	$240.00	$1,920.00	$1,170.00	$9,360.00	$1,200.00	$9,600.00
40	Adjust MH to Finished Grade	EA	26	$1,500.00	$39,000.00	$1,700.00	$44,200.00	$1,600.00	$41,600.00	$2,400.00	$62,400.00
41	Adjust Valve to Finished Grade	EA	69	$1,500.00	$103,500.00	$1,100.00	$75,900.00	$1,175.00	$81,075.00	$1,400.00	$96,600.00
42	Relocate Water Meter	EA	2	$250.00	$500.00	$2,350.00	$4,700.00	$3,610.00	$7,220.00	$2,200.00	$4,400.00
43	Remove Roadside Sign	EA	25	$350.00	$8,750.00	$80.00	$2,000.00	$172.00	$4,300.00	$75.00	$1,875.00
44	Relocate Roadside Sign	EA	2	$500.00	$1,000.00	$375.00	$750.00	$400.00	$800.00	$350.00	$700.00
45	Install Roadside Sign	EA	40	$10.00	$400.00	$480.00	$19,200.00	$750.00	$30,000.00	$450.00	$18,000.00
46	Thermoplastic Traffic Stripe	LF	11,127	$12.00	$133,524.00	$4.25	$47,289.75	$7.00	$77,889.00	$6.00	$66,762.00
47	Thermoplastic Pavement Marking	SF	10,909	$12.00	$130,908.00	$11.00	$119,999.00	$7.00	$76,363.00	$6.00	$65,454.00
	Total				$7,096,816.00		$6,127,005.00		$6,193,248.00		$6,891,666.73

Lowest Responsible and Responsive Bidder

Highlighted cells indicate corrected total per unit price for the item and the total bid.

AGREEMENT

FOR ROADS PROGRAM PUBLIC IMPROVEMENT PROJECT

Project No. 23-068 Package 2

THIS PUBLIC IMPROVEMENT AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and AGEE CONSTRUCTION CORPORATION, a California corporation ("Contractor"), on this 13th day of January 2026 (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 No. 23-068 Package 2 (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 January 13, 2026, 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. 23-068 Package 2;
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. 23-068 Package 2."** 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.

	Exhibit Designation	Exhibit Title
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 **Six Million One-Hundred Twenty-Seven Thousand Five Dollars ($6,127,005.00)** (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 Forty (140)** 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 **Six Thousand Seven Hundred** and no/100ths Dollars **($6,700.00)** 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 City 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. The City of Turlock shall be named as a certificate holder.

(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. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled. 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 for construction services), 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) each accident or disease. 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) *Commercial Automobile Liability Insurance*. Contractor shall maintain automobile liability insurance 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) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Contractor owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

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

(e) *Contractors Pollution Insurance*. 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*. Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with the Contract, in the minimum amount of Two Million Dollars ($2,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by the Contract.

(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 policies of 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 admitted in California 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 ensure all subcontractors 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** **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:	Agee Construction Corporation Attn: John T. Gerwe, Chief Estimator 1039 Hoblitt Avenue Clovis, CA 93612
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.

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 party to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the foregoing provisions, the Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

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

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

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

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

AGEE CONSTRUCTION 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. 23-068 Package 2
Roads Program Capital Improvement Project

City of Turlock, California

DATED: December 9, 2025

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

NAME OF BIDDER: Agee Construction Corporation

BUSINESS ADDRESS: Mailing: PO Box 629, Clovis, CA 93613
Physical: 1039 Hoblitt Avenue, Clovis, CA 93612

PLACE OF RESIDENCE: N/A

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 pm local time on December 9, 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 5-12
- ☒ AFFIDAVIT 13
- ☒ INFORMATION REQUIRED OF BIDDER 14-15
- ☒ BIDDER'S BOND 16-17
- ☒ LIST OF SUBCONTRACTORS 18
- ☒ IRAN CONTRACTING ACT CERTIFICATION 19

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: Agee Construction Corporation

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 23-068 Package 2"** 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
1	12/03/2025

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. 23-068 Package 2
Roads Program Capital Improvement Project

BID SCHEDULE

Item	Description	Quantity	Unit	Unit Price	Total
	General				
1.	Mobilization	1	LS	$ 550,000-75	$ 550,000-75
2.	Remove and Replace Monument	5	EA	$ 1,500-	$ 7,500-
3.	Traffic Control	1	LS	$ 219,000-	$ 219,000-
4.	Portable Changeable Message Signs	10	EA	$ 10,500-	$ 105,000-
5.	Construction Funding Signs	14	EA	$ 1,400-	$ 19,600-
6.	Jobsite Management	1	LS	$ 5,000-	$ 5,000-
7.	Storm Water Pollution Prevention Plan (SWPPP) - Preparation and Implementation	1	LS	$ 6,500-	$ 6,500
8.	Erosion and Dust Control BMPs	1	LS	$ 22,000-	$ 22,000-
9.	Construction Staking	1	LS	$ 50,000-	$ 50,000-
10.	Pothole Existing Utilities	1	LS	$ 21,000-	$ 21,000-
11.	Video Sewer and Storm Drain	1	LS	$ 18,000-	$ 18,000-
12.	Clearing and Grubbing	1	LS	$ 50,000-	$ 50,000-
13.	Roadway Excavation (F)	1,035	CY	$ 250-	$ 258,750-
14.	Cold Plane Asphalt Concrete Pavement	48,732	SY	$ 1-	$ 48,732-
15.	Unsuitable Material	237	CY	$ 135-	$ 31,995-
16.	Remove Concrete Curb	4,408	LF	$ 9-	$ 39,672-
17.	Remove Concrete Curb & Gutter	7,402	LF	$ 14-	$ 103,628-

Item	Description	Quantity	Unit	Unit Price	Total
18.	Remove Drive Over Curb & Gutter	249	LF	$ 16.50	$ 4,108.50
19.	Remove Concrete Flatwork	33,296	SF	$ 4 -	$ 133,184 -
20.	HMA (Type A)	11,456	TON	$ 120 -	$ 1,374,720 -
21.	Full depth Reclamation-Cement	43,051	SY	$ 13 -	$ 559,663 -
22.	Cement (Full-Depth Reclamation-Cement)	697	TON	$ 250 -	$ 174,250 -
23.	Mix Design (Full-Depth Reclamation-Cement)	1	LS	$ 23,000 -	$ 23,000 -
24.	Minor Concrete (Curb Ramp)	2,924	SF	$ 26 -	$ 76,024 -
25.	Minor Concrete (Curb Only)	150	LF	$ 47 -	$ 7,050 -
26.	Minor Concrete (Curb and Gutter)	12,096	LF	$ 46 -	$ 556,416 -
27.	Minor Concrete (Sidewalk)	19,062	SF	$ 10.50	$ 200,151 -
28.	Minor Concrete (Driveway)	12,173	SF	$ 16 -	$ 194,768 -
29.	Minor Concrete (Alley Approach)	2,704	SF	$ 22 -	$ 59,488 -
30.	Minor Concrete (Valley Gutter)	3,451	SF	$ 21 -	$ 72,471 -
31.	Minor Concrete (Drive Over Curb)	134	SF	$ 45 -	$ 6,030 -
32.	Detectable Warning Surface	695	SF	$ 61 -	$ 42,395 -
33.	Remove Catch Basin	16	EA	$ 900 -	$ 14,400 -
34.	Storm Drain Catch Basin	23	EA	$ 11,000 -	$ 253,000 -
35.	Storm Drain Manhole	12	EA	$ 8,300 -	$ 99,600 -
36.	Adjust Storm Drain Catch Basin to Finished Grade	4	EA	$ 1,150 -	$ 4,600 -
37.	18" Storm Drain Pipe	1,795	LF	$ 210 -	$ 376,950 -
38.	Remove Storm Drain Pipe	140	LF	$ ~~160,000~~ 160 - JG	$ 22,400 -
39.	Adjust Utility Pull Box to Finished Grade	8	EA	$ 240 -	$ 1,920 -

Item	Description	Quantity	Unit	Unit Price	Total
40.	Adjust MH to Finished Grade	26	EA	$ 1,700-	$ 44,200-
41.	Adjust Valve to Finished Grade	69	EA	$ 1,100-	$ 75,900-
42.	Relocate Water Meter	2	EA	$ 2,350-	$ 4,700-
43.	Remove Roadside Sign	25	EA	$ 80-	$ 2,000-
44.	Relocate Roadside Sign	2	EA	$ 375-	$ 750-
45.	Install Roadside Sign	40	EA	$ 480-	$ 21,600-
46.	Thermoplastic Traffic Stripe	11,127	LF	$ 4.25	$ 47,289.75
47.	Thermoplastic Pavement Marking	10,909	SF	$ 11-	$ 119,999-
				TOTAL BID	$ 6,129,405-

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

COMPANY'S NAME: Agee Construction Corporation

BY: _____, John T. Gerwe - Chief Estimator

ADDRESS: 1039 Hoblitt Avenue
(Number) (Street)

Clovis CA 93612
(City) (State) (ZIP)

CONTRACTOR'S PHONE #: (559) 299-3290

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:

Agee Construction Corporation, Contractor's License # 631980, Class A, B
(Company's Name)

Expires 11/30/2027. DIR #: 1000001994

The extension for Item 45 was has been corrected from $21,600 to $19,200 thus changing the total bid amount from $6,129,405.00 to $6,127,005.00.

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_____, John T. Gerwe - Chief Estimator 12/09/2025_____
(Bidder's Signature) (Date)

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

Also accompanying this proposal is an affidavit of non collusion and questionnaire to general contractors, a statement of proposed 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 co partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

Licensed in accordance with an act providing for the registration of Contractors,
License No. 631980 Expiration Date 11/30/2027.

DATED: December 9, 2025

Address: Physical: 1039 Hoblitt Avenue, Clovis, CA 93612
Mailing: PO Box 629, Clovis, CA 93613

Phone: (559) 299-3290

X_____, John T. Gerwe - Chief Estimator
Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a

ACKNOWLEDGMENT

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

State of California
County of Fresno)

On December 9, 2025 before me, Marcie Daves, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MARCIE DAVES
Notary Public - California
Fresno County
Commission # 2449879
My Comm. Expires Jun 11, 2027

Signature _____ (Seal)

EXHIBIT B
PAYMENT BY FORCE ACCOUNT

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

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

1. Employer payment to the worker for:

    1.1 Basic hourly wage
    1.2 Health and welfare
    1.3 Pension
    1.4 Vacation
    1.5 Training
    1.6 Other State and federal recognized fringe benefit payments

2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:

    2.1 Workers' compensation insurance
    2.2 Social security
    2.3 Medicare
    2.4 Federal unemployment insurance
    2.5 State unemployment insurance
    2.6 State training taxes

3. Subsistence and travel allowances paid to the workers

4. Employer payment to supervisors, if authorized

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

(a) Home office overhead

(b) Field office overhead
(c) Bond costs
(d) Profit
(e) Labor liability insurance
(f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

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

1. A fifteen percent (15%) markup is added;

2. Supplier discounts are subtracted whether the Contractor takes them or not;

3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;

4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:

   4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
   4.2 Current wholesale price for those materials;

5 If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:

   5.1 During that period
   5.2 In the quantities used

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

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.

2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.

3. Fifteen percent (15%) percent markup.

If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location.

If Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

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

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:

    1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
    1.2. Current during the work paid by force account.
    1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
        1.3.1. Rented from equipment business Contractor does not own.
        1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is $10.00 per hour or less.

2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
    2.1. Rented from equipment business Contractor does not own.
    2.2. The City Engineer establishes a rate of $10.00 per hour or less.

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

Equipment rental rates include the cost of:

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

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 **Agee Construction Corporation**, hereinafter designated as the "Principal," a contract for **Project No. 23-068 Package 2;** 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 **Agee Construction Corporation**, hereinafter designated as the "Principal", a contract for **Project No**. **23-068 Package 2;** 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)

<u>NOTE TO SURETY COMPANY</u>: 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

January 13, 2026

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. 17 for Task Order No. 8A 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 $1,152,500.63 to be funded by Fund 115 "Measure A – Roads" for Bid Package 2 for City Project No. 23-068 as "NV5 CM Task Order No. 8A for City Project No. 23-068, Bid Package 2"

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 October 14, 2025, the City Council approved Task Order No. 8 as an Amendment under the terms of the Master Agreement to provide Construction Management and Inspection Services for City Project No. 23-068 Bid Package 2. 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

Bid Package 2 for City Project No. 23-068 which includes the following street sections:

23-068, Bid Package 2				
Street Name	**From**	**To**	**Length (ft)**	**District**
Rose St.	Cahill Ave.	North End	979.00	1
Lyons Ave.	E. Main St.	Colorado Ave.	1,807.00	1
Oak St.	Cooper Ave.	E. Canal Dr.	708.00	1
N. Denair Ave.	E. Main St.	E. Hawkeye Ave.	3,536.00	1
S. Denair Ave.	E. Main St.	Crane Ave.	341.00	1
Hamilton St.	E. Main St.	Marshall St.	722.00	1
Sierra St.	E. Canal Dr.	N. Berkeley Ave.	1,916.00	1
Tahoe Dr.	E. Main St.	Yosemite St.	705.00	1
Shasta St.	E. Main St.	Sierra St.	321.00	1
		Total Length	11,035.00	

"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. 17 for NV5 CM Task Order No. 8A will be $1,152,500.63 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 $1,215,003.55.

City Project No. 23-068 Bid Package 2	
Amendment No. 16 for CM Task Order No. 8	$ 62,502.92
Amendment No. 17 for CM Task Order No. 8A (Proposed)	$1,152,500.63
Total Estimated Fiscal Impact	$1,215,003.55

Appropriate funds have been allocated during the Fiscal Year 2025-26 budget process to cover this Amendment.

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 No. 17 for Task Order No. 8A under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc.

AMENDMENT NO. 17 FOR TASK ORDER NO. 8A
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. 23-068, Bid Package 2

THIS AMENDMENT NO. 17 for Task Order No. 8A 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 _____ 2026 (the "Effective Date of Task Order No. 8A"). 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. 17.

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. 16 provided for the scope of services and fees for "Pre-Construction" services for Bid Package 2 for City Project No. 23-068 as "NV5 CM Task Order No. 8 for City Project No. 23-068, Bid Package 2;" 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. 8A for City Project No. 23-068, Bid Package 2;" and

WHEREAS, Amendment No. 17 for Task Order No. 8A 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 R**, 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 R** 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 R**.

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 R**.

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 R**. Any request for Services not included in **Exhibits A through R** 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 R**. 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. 17 shall not exceed One Million One-Hundred-Fifty-Two Thousand Five-Hundred Dollars and Sixty-Three Cents ($1,152,500.63), and One Million Two-Hundred-Fifteen Thousand Three Dollars and Fifty-Five Cents ($1,225,503.31) for Bid Package 2 for City Project No. 23-068 ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

Amendment 16 for Task Order No. 8	$ 62,502.92
Amendment 17 for Task Order No. 8A	$1,152,500.63
Project 23-069 Not-to-Exceed Amount	$1,215,003.55

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. 17 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 12/03/2025

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. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

SCOPE OF CONSULTANT SERVICES

CITY OF TURLOCK ROADS PROGRAM CIP PROJECTS
CONTRACT NO. 2024-111 TASK ORDER #8A
(PROJECT NO. 23-068 BP2)
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. 23-068 BP2 project. Project Plans and Specs dated 10/30/2025.

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-Builts.

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 January 2026 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 140 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. #8A (Project No. 23-068 BP2)
Prepared for the City of Turlock

Name	Kramer Walker, PE	Kolton Walker, PE	Neil Novotny, EIT	Brian Klassen	Abraham Davis	TBD	Marty Sanchez	BSK Materials Testing	Unico Survey QA	TOTAL COST
Classification	**Construction Manager**	**Resident Engineer**	**Assistant Resident Engineer**	**Lead Inspector (7)**	**Inspector (7)**	**Alt. Inspector (7)**	**Labor Compliance Officer**			
Actual Hourly Rate	$124.77	$79.19	$47.95	$82.80	$85.44	$75.00 - $95.00	$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	$206.08	$124.78	$215.48	$222.35	TBD	$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	100	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	140	576	400				224			
Construction Observation & Inspection Services										
SUBTASKS 2.16, 2.17, 2.18, 2.19, 2.21, 2.22, 2.23, 2.25	40	160	80	1244	1244	0		$119,974.00	$6,252.03	
Man Hour Subtotal	280	896	560	1244	1244	0	224	$119,974.00	$6,252.03	
Task 2 Subtotal Fees	$90,915.71	$184,649.90	$69,879.11	$268,053.47	$276,600.10	$0.00	$21,644.31	$119,974.00	$6,252.03	$1,037,968.61
TASK 3: POST-CONSTRUCTION SERVICES										
SUBTASKS 3.1, 3.2, & 3.3	40	80	40	16	16	0	40			
Man Hour Total	40	80	40	16	16	0	40			
Tast 3 Subtotal Fees	$12,987.96	$16,486.60	$4,991.36	$3,447.63	$3,557.56	$0.00	$3,865.05	$0.00	$0.00	$45,336.17
Man Hour Total Tasks 2 - 3	320	976	600	1260	1260	0	264	$119,974.00	$6,252.03	
									Estimated Escalation (8):	$40,675.85
Total Fees Tasks 2 - 3	$103,903.66	$201,136.49	$74,870.47	$271,501.10	$280,157.66	$0.00	$25,509.36	$119,974.00	$6,252.03	$1,123,980.63

Notes and Assumptions:

1. NV5 employee hourly rates include project-related overhead, profit, safety equipment, vehicles, laptops, and cell phones.
2. Cost proposal is based on 9-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 140 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. #8A (PROJECT NO. 23-068 BP2) - 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) - 196 Days	$23,520.00
Proposal Total	**$1,152,500.63**

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. 23-068 BP2 Contract No. 2024-111 Task Order #8A Date 11/20/2025

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Construction Manager	Kramer Walker, PE*	320	$124.77	$39,926.40
Resident Engineer	John Seymour, PE	0	$85.00	$0.00
Resident Engineer	Kolton Walker, PE*	976	$79.19	$77,289.44
Assistant Resident Engineer	Francisco Nunez, EIT	0	$75.00	$0.00
Assistant Resident Engineer	Neil Novotny, EIT	600	$47.95	$28,770.00
Labor Compliance Officer	Annette Rodriguez	264	$37.13	$9,802.32
Lead Inspector	Brian Klassen**	1260	$82.80	$104,328.00
Lead Inspector	Matt Ramsey**	0	$82.18	$0.00
Inspector	Abraham Davis**	1260	$85.44	$107,654.40
Inspector	Bobby Dosanjh**	0	$81.92	$0.00
Inspector	Neil Novotny, EIT**	0	$85.92	$0.00
Inspector	Francisco Nunez, EIT**	0	$80.00 - $85.00	$0.00
Alternate Inspector	TBD**	0	$75 - $90	$0.00
				$0.00
		4680		

LABOR COSTS

a) Subtotal Direct Labor Costs $367,770.56

b) Anticipated Salary Increases (see page 2 for calculation) $15,630.25

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $383,400.81

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)] $523,648.82

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $0.00

j) **Total Indirect Costs** [(e) + (g) + (i)] $523,648.82

FIXED FEE (Profit)

q) (Rate: 10.00%) k) **TOTAL FIXED PROFIT** [(c) + (j)] x (q)] $90,704.96

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

Description of Item	Quantity	Unit	Unit Cost	Total
Per Diem	196	Calendar Day	$120.00	$23,520.00
Arborist Services	TBD	TBD	ACTUAL	$5,000.00

l) TOTAL OTHER DIRECT COSTS $28,520.00

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

Subconsultant 1: BSK (Material Testing)	$119,974.00
Subconsultant 2: UNICO (QA Survey)	$6,252.03
m) TOTAL SUBCONSULTANTS	$126,226.03

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] $154,746.03

TOTAL COST [(c) +(j) + (k) + (n)] $1,152,500.63

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.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

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

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant NV5, Inc. Contract No. 2024-111 Task (Date 11/20/2025

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

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$367,770.56		4680	=	$78.58	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	$78.58	+	5%	=	$82.51	Year 2 Avg Hourly Rate
Year 2	$82.51	+	5%	=	$86.64	Year 3 Avg Hourly Rate
Year 3	$86.64	+	5%	=	$90.97	Year 4 Avg Hourly Rate
Year 4	$90.97	+	5%	=	$95.52	Year 5 Avg Hourly Rate
Year 5	$95.52	+	5%	=	$100.29	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	15.00%	*	4680.0	=	702.0	Estimated Hours Year 1
Year 2	85.00%	*	4680.0	=	3978.0	Estimated Hours Year 2
Year 3	0.00%	*	4680.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	4680.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	4680.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	4680.0	

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	$78.58	*	702	=	$55,165.58	Estimated Hours Year 1
Year 2	$82.51	*	3978	=	$328,235.22	Estimated Hours Year 2
Year 3	$86.64	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$90.97	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$95.52	*	0	=	$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$383,400.81	
			Direct Labor Subtotal before Escalation	=	$367,770.56	
			Estimated total of Direct Labor Salary Increase	=	**$15,630.25**	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 noncom pliant 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): 11/20/2025

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

November 14, 2025
BSK Proposal No. C25001561

COST ESTIMATE

City of Turlock
Roads Program Capital Improvement Project
City Project No. 23-068 Package 2

FIELD SERVICES	DAYS	HRS/DAY	HOURS	RATE	EXTENSION
Earthwork Construction					
Compaction Testing Technician - Subgrade / AB	12	6	72	$175.00	$12,600.00
Compaction Testing Technician - Trench Backfill	12	6	72	$175.00	$12,600.00
Nuclear Gauge Equipment Fee	24			$78.00	$1,872.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	24			$90.00	$2,160.00
Full Depth Reclamation (FDR)					
Compaction Testing Technician - Full Depth Reclamation (FDR)	8	8	64	$175.00	$11,200.00
Compaction Testing Technician - Full Depth Reclamation (FDR) - OT	8	2	16	$262.50	$4,200.00
Nuclear Gauge Equipment Fee	8			$78.00	$624.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	8			$90.00	$720.00
Hot Mix Asphalt (HMA)					
Compaction Testing Technician - HMA	11	8	88	$175.00	$15,400.00
Compaction Testing Technician - HMA - OT	11	2	22	$262.50	$5,775.00
Nuclear Gauge Equipment Fee	11			$78.00	$858.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	11			$90.00	$990.00
Concrete Construction					
Concrete Sampling - Minor Concrete (Periodic)	8	4	32	$155.00	$4,960.00
Sample Pickup and Delivery	8	2	16	$132.00	$2,112.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	16			$90.00	$1,440.00
				FIELD SERVICES ESTIMATE	$77,511.00

LABORATORY TESTING	FREQUENCY	SETS/UNITS	RATE	EXTENSION
Subgrade / AB				
Caltrans Maximum Wet Density (CT 216)	as required	15	$298.00	$4,470.00
Modified Proctor, 4" or 6" Curve (ASTM Method)	as required	5	$353.00	$1,765.00
Sieve Analysis w/Wash (CT 202)	1 per 2,000 CY	1	$237.00	$237.00
Sand Equivalent (CT 217)	1 per 2,000 CY	1	$175.00	$175.00
R-Value of Soils (CT 301)	1 per 2,000 CY	1	$497.00	$497.00
Durability Index (CT 229)	1 per 2,000 CY	1	$348.00	$348.00
Full Depth Reclamation (FDR)				
Sieve Analysis w/Wash (CT 202)	1 per test strip	1	$237.00	$237.00
Moisture Content (CT 226)	1 per test strip	1	$49.00	$49.00
Caltrans Maximum Wet Density (CT 216)	1 per day	8	$298.00	$2,384.00
Hot Mix Asphalt (HMA)				
Sieve Analysis w/Wash (CT 202)	1 per day	11	$237.00	$2,607.00
Sand Equivalent (CT 217)	1 per day	11	$175.00	$1,925.00
Asphalt Binder Content (CT 382)	1 per day	11	$311.00	$3,421.00
Oil Content Correction Factor (CT 382)	1 per mix	1	$723.00	$723.00
Theoretical Maximum Specific Gravity and Density - Rice (CT 309)	1 per day	11	$348.00	$3,828.00
HMA Moisture Content (CT 370)	1 per day	11	$91.00	$1,001.00
Hamburg Wheel Track (AASHTO T324)	1 per project	1	$2,756.00	$2,756.00
Density of Cores - Bulk Specific Gravit (CT 308)	every 250 tons	46	$88.00	$4,048.00
Concrete - Minor				
Compression Test Concrete (ASTM C39)	1 set per vist	8	$189.00	$1,512.00
			LABORATORY TESTING ESTIMATE	$31,983.00

BSK SERVICES ADMINISTRATION		HOURS	RATE	EXTENSION
Principal (Contract / Performance Oversight)		4	$314.00	$1,256.00
Registered Engineer (Review, support and reporting)		12	$276.00	$3,312.00
Project Manager (Field Oversight, Daily Report Review)		12	$276.00	$3,312.00
Administration (Data Processing, Report Prep., Field Coordination)		10	$110.00	$1,100.00
Certified Payroll / DIR Upload	Monthly	5	$300.00	$1,500.00
			ADMINISTRATION ESTIMATE	$10,480.00
			TOTAL BUDGET ESTIMATE	$119,974.00

BSK Associates - Schedule of Fees - July 1, 2025 to June 30, 2026

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	$	314.00	Seismic GIS	$	243.00
Senior Professional / Senior Associate	$	276.00	GIS Specialist	$	210.00
Project Professional II / Associate II	$	259.00	Information Specialist II	$	198.00
Project Professional I / Associate I	$	221.00	Information Specialist I	$	176.00
Staff Professional III	$	193.00	CAD	$	132.00
Staff Professional II	$	171.00	Litigation support	1.5x standard rate	
Staff Professional I	$	155.00	Deposition / Trial	2.0x standard rate	
Project Administrator / Project Controls Specialist	$	122.00			
Administrative Assistant / Dispatcher	$	110.00			

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

Non-Destructive Inspection/Testing	$	175.00	***BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES***	
Special Inspector	$	158.00	Field Work from 0 to 4 hours	Bill 4 hours
Engineering Technician	$	144.00	Field Work from 4 to 8 hours	Bill 8 hours
Technician	$	139.00	Field Work over 8 hours / Saturdays	Bill time and a half
Ground Penetrating Radar Scanning Technician	$	348.00	Sundays, holidays and over 12 hours	Bill double time
Core Drilling Technician	$	270.00	Night Shift (Shift commencing after 2pm / before 4am)	Base Rate x 12.5%
Floor Flatness Testing Technician	$	232.00	Show-up time (no work performed)	Bill 2 hours
Sample Pickup / Transportation / Delivery	$	132.00	Sampling or cylinder pickup, minimum charge	Bill 2 hours
Laboratory Technician	$	128.00		

NORTHERN CA PREVAILING WAGE LABOR RATES

Group 1 - Special inspector	$	205.00	***BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES***	
Group 2 - Special Inspector	$	200.00	Field Work from 0 to 4 hours	Bill 4 hours
Group 3 - Engineering Technician	$	175.00	Field Work from 4 to 8 hours	Bill 8 hours
Group 3 - Geotechnical Professional	$	215.00	Field Work over 8 hours / Saturdays	Bill time and a half
Group 3 - Environmental Professional	$	215.00	Sundays, holidays and over 12 hours	Bill double time
Group 4 - Technician	$	155.00	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	$	225.00	***BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES***	
Group 1 - Environmental Professional	$	225.00	Field Work from 0 to 4 hours	Bill 4 hours
Group 1 - Technician	$	205.00	Field Work from 4 to 8 hours	Bill 8 hours
Group 2 - Special Inspector	$	210.00	Field Work over 8 hours / Saturdays	Bill time and a half
Group 3 - Non-Destuctive Testing (NDT)	$	215.00	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 Mngmnt / Compliance Forms (Monthly)	$	100.00
Parking Fees	Cost + 15%		Add. 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, 2025 to June 30, 2026

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)	$ 71.00	Slide (software)	$ 140.00
LPile (software)	$ 71.00	Settle3D (software)	$ 140.00
APile (software)	$ 71.00	Cpet-IT (software)	$ 71.00
SHAFT (software)	$ 71.00	LiqSVs (software)	$ 71.00
GROUP (software)	$ 140.00	ArcGIS (software)	$ 71.00
Cliq (software)	$ 71.00	Surfer (software)	$ 71.00
LiquefyPro (software)	$ 71.00	Seep/W (software)	$ 140.00
LiqIT (software)	$ 71.00		

EQUIPMENT

Nuclear Gauge (Day)	$ 78.00	10' PVC Blank - 2"(Each)	$ 29.00
Skidmore Wilhelm Calibrator (Day)	$ 78.00	10' PVC Blank - 4: (Each)	$ 68.00
NDT Weld Testing Equipment - UT/MT/PT (Day)	$ 78.00	10' PVC Screen - 2" (Each)	$ 46.00
Proof Load Testing Equipment (Day)	$ 78.00	10' PVC Screen - 4" (Each)	$ 92.00
Torque Wrench (Day)	$ 78.00	5' PVC Blank - 2" (Each)	$ 20.00
GPR Scanning Equipment (Day)	$ 358.00	5' PVC Blank - 4" (Each)	$ 59.00
Rebar Locator/Pachometer (Day)	$ 141.00	5' PVC Screen - 2" (Each)	$ 29.00
Coring Equipment (day)	$ 265.00	5' PVC Screen - 4" (Each)	$ 76.00
Relative Humidity Meter (Day)	$ 78.00	55 Gallon Drum (Each)	$ 138.00
Moisture Emission Test Kit (Each)	$ 53.00	6 "x 5' Steel Monument Cover (Each)	$ 326.00
Wood Moisture Meter (Day)	$ 78.00	Air Indicators (Each)	$ 59.00
Air Meter (Concrete)	$ 78.00	Combustible Gas Indicator (Day)	$ 87.00
Laptop (Day)	$ 83.00	Disposable Bailer (Each)	$ 16.00
Document Scanner (Day)	$ 36.00	HydroPunch Tip (Each)	$ 27.00
Vehicle/Truck Charge (Day)	$ 151.00	Lantec GEM 500 (Day)	$ 285.00
Hand Auger (Day - Environmental)	$ 175.00		
Hand Auger (Day - Geotechnical)	$ 300.00	Locking Cap - 2" (Each)	$ 27.00
Seismograph (Day)	$ 350.00	Locking Cap - 4" (Each)	$ 56.00
Hand-held GPS (Day)	$ 107.00	Silicone Tubing (Foot)	$ 9.00
Slope Inclinometer Probe (Each)	$ 551.00	Tedlar Vapor Bags (Each)	$ 34.00
Double Ring Infiltrometer (Day)	$ 600.00	Bottom Cap (Each)	$ 12.00
Drilling Kit - Paint/Stakes/Lath (Each)	$ 38.00	Disposable Purge Pump Tubing (Foot)	$ 2.00
Drilling Supplies (Tubes / Caps)	$ 450.00	Bison Resistivity Meter (Day)	$ 224.00
Sample Sleeve w/ Caps/Teflon 6" (Each)	$ 15.00	Chem Grout Pump (Day)	$ 146.00
Manometer (Day)	$ 272.00	DC Purge Pump (Day)	$ 74.00
Generator	$ 116.00	Development Pump and Controller (Day)	$ 102.00
Power Auger	$ 116.00	Dissolved Oxygen Meter (Day)	$ 88.00
AC Cold Patch (Each)	$ 21.00	Grundfos Converter (Day)	$ 98.00
Bentonite Grout (Bag)	$ 29.00	HydroPunch II (Each)	$ 350.00
Bentonite Medium Chips (Bag)	$ 27.00	Interface Meter (Each)	$ 131.00
Bentonite Pellets (Bucket / Bag)	$ 208.00	Kemmer Sampler (Day)	$ 50.00
Bentonite Powder (Bag)	$ 17.00	ORP Meter (Each)	$ 93.00
Filter Sand (Bag)	$ 16.00	Sample Pump (Day)	$ 140.00
Portland Cement (Bag)	$ 21.00	Scanning Equipment (Day)	$ 141.00
Ready Mix (Bag)	$ 20.00	Water Level Data Logger (Day)	$ 108.00
Padlocks (Each)	$ 29.00	Telescopic Wastewater Sampler (Day)	$ 74.00
pH/EC/Temperature Meter (Day)	$ 83.00	SVE System (Month)	$ 1,544.00
PID/OVA (Day)	$ 166.00	Combustible Gas Meter (Day)	$ 265.00
Steam Cleaner (Day)	$ 153.00	Water Meter (Day)	$ 71.00
Turbidity Kit (Day)	$ 93.00	Flow Monitoring Equipment (Day)	$ 428.00
Water Sample Filters (Each)	$ 30.00	Liquid Proportional Sampling Equipment (Day)	$ 435.00
Well Sounder (Day)	$ 66.00	Gas Detector Pump (Each)	$ 50.00
Well Vault Traffic Rated Box (Each)	$ 153.00	Landfill Gas Chromatograph (Day)	$ 287.00
Bollards (Each)	$ 131.00	Support Truck (Day)	$ 287.00
Air Compressor (Day)	$ 78.00	Sound Level Meter (Each)	$ 45.00
Continuous Core Sampler (Day)	$ 358.00	Water Level Transducers (Each)	$ 17.00
4" Disposable Bailers (Each)	$ 27.00	Multiparameter Env Water Meter (Day)	$ 195.00

BSK Associates - Schedule of Fees - July 1, 2025 to June 30, 2026

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 / AASHTO)	$ 353.00	% Crushed Particles / Fractured Particles (CT 205/AASHTO T335)	$ 229.00
Proctor with Oversize Material (ASTM / AASHTO)	$ 441.00	% Flat & Elongated (ASTM D4791)	$ 175.00
Proctor Check Point (All Methods)	$ 120.00	Minus 200 Wash/Aggregate (ASTM C117)	$ 116.00
Caltrans Maximum Wet Density (CT 216)	$ 298.00	Sieve Analysis w/ Wash (ASTM C136 / CT 202 / AASHTO T27)	$ 237.00
Minus 200 Wash Soil (ASTM D1140)	$ 116.00	Sieve Analysis - Coarse Only (ASTM C136 / CT 202 / AASHTO T27)	$ 116.00
Moisture Content of Soils (ASTM D2216)	$ 49.00	Coarse Specific Gravity / Absorption (ASTM C127/CT 206/AASHTO T85)	$ 221.00
Plasticity Index (ASTM D4318)	$ 305.00	Fine Specific Gravity / Absorption (ASTM C128/CT 207/AASHTO T84)	$ 221.00
Expansion Index of Soils (ASTM D4829)	$ 327.00	Sand Equivalent (ASTM D2419 / CT 217 / AASHTO T176)	$ 175.00
Collapse Potential of Soils (ASTM D2435)	$ 284.00	Durability Index (ASTM D3744 / CT 229 / AASHTO T210)	$ 348.00
Organic Impurities (ASTM C40 / CT 213)	$ 116.00	Abrasion by LA Rattler, Large Size (ASTM C535)	$ 397.00
Tube Density & Moisture Content of Soil (ASTM D2216, D2937)	$ 60.00	Abrasion by LA Rattler, Small Size (ASTM C131/CT 211/AASHTO T96)	$ 327.00
Visual Classification (ASTM D2488)	$ 60.00	Cleanness Value of Aggregate (CT 227)	$ 250.00
Hydrometer (ASTM D422 / CT 203)	$ 331.00	Aggregate Wt pcf Compacted (ASTM C 29)	$ 123.00
Double Hydrometer (ASTM D4221)	$ 435.00	Gradation-Rip Rap - Per Sieve (D5519-Method A)	$ 313.00
Fina Agg. Angularity / Uncompacted Voids (CT 234 / AASHTO T304)	$ 154.00	Sodium Sulfate Soundness-Min. Charge (ASTM C88/CT 214/AASHTO T104)	$ 485.00
Sand Density Calibration (ASTM D1566)	$ 243.00	Sodium Sulfate Soundness-Per Sieve (ASTM C88/CT 214/AASHTO T104)	$ 154.00
Minimum Resistivity of Soils (CT 643)	$ 195.00	R-Value of Soils (CT 301)	$ 497.00
Consolidation (ASTM D2435) w/ 2 Time Rates	$ 581.00	Soil Cement Compression - Set of 3 (ASTM D1633)	$ 331.00
Consolidation (ASTM D2435) w/ No Time Rates	$ 386.00	CIR / FDR Compressive Strength Testing - Set	$ 331.00
Unconfined Compressive Strength, Soil (ASTM D2166)	$ 154.00	CIR / FDR Sample Preparation / Compaction - Set	$ 303.00
Remolded Consolidation (ASTM D2435)	$ 491.00	CBR (ASTM D1883/AASHTO T-180)	$ 1,379.00
Minimum Index Density Soils (ASTM D4254)	$ 96.00	Preparation/Compacting of Soil Stabilization Samples (Lime/Cement) Set of 3	$ 520.00
Direct Shear Remolded (ASTM D3080)	$ 364.00	Soluble Sulfate Chloride & Sulfide	$ 181.00
Direct Shear (ASTM D3080)	$ 305.00	pH Sulfate & Chloride	$ 91.00
Remolded Direct Shear (ASTM D3080)	$ 364.00	% Lumps/Friable Particles (ASTM C142)	$ 112.00
Remolded Flexwall Perm (ASTM D5084)	$ 776.00	% Organics in Soil (ASTM D2974)	$ 190.00

HOT MIX ASPHALT

JMF Mix Design, Superpave / Caltrans	$ 12,430.00	Bitumen Content - Ignition (ASTM D6307 / CT 382 / AASHTO T308)	$ 311.00
JMF Verification - HMA - Superpave / Caltrans / BMD	$ 7,203.00	Oil Content Correction Factor (ASTM D6307 / CT 382 / AASHTO T308)	$ 723.00
JMF Production Startup - Superpave / Caltrans / BMD	$ 6,701.00	Gradation from Extraction (ASTM D5444 / AASHTO T30)	$ 300.00
RAP Material Testing - Additional Fee	$ 872.00	Bulk Specific Gravity - Each (CT308 / AASHTO T275 / ASTM D2726)	$ 88.00
Rubberized RHMA Material - Additional Fee	$ 2,011.00	Max Specific Gravity - Rice Method (ASTM D2041 / CT 309 / AASHTO T209)	$ 348.00
JMF Mix Design, HVEEM	$ 4,300.00	Volumetric Calculations (VMA, VFA, DP, AV, Eff. Calcs)	$ 74.00
JMF Mix Design, Marshall	$ 5,101.00	Moisture Content of Asphalt (CT 370 / AASHTO T329)	$ 91.00
Open Graded Asphalt Optimum Bitumen Content (CT 368)	$ 3,070.00	Film Stripping	$ 123.00
Gyratory Compaction - Set of 3 (AASHTO T312)	$ 464.00	Compaction/Preparation of HMA Briquette (CT 304)	$ 305.00
Hamburg Wheel Track (AASHTO T324 / CT 389)	$ 2,756.00	Stabilometer Value - Set of 3 (CT 366)	$ 386.00
Tensile Strength Ratio (CT 371 / AASHTO T283)	$ 1,521.00	Lab Mixed TSR - Moisture Induced Damage (AASHTO T283 / CT 371)	$ 2,040.00
Marshall Maximum Density - Set of 3 (ASTM D6926)	$ 405.00	Calculated AC Maximum Density (CT 367)	$ 138.00
Marshall Stability & Flow - Set of 3 (ASTM D6927)	$ 348.00	Thickness Determination of AC Cores	$ 29.00
Draindown Characteristics of HMA (ASTM D6390 / AASHTO T305)	$ 350.00	Indirect Tensile Strength of Compacted HMA (ASTM D6931)	$ 350.00
Cracking Index Test (Ideal-CT) (ASTM D8225)	$ 450.00	Ideal Rut Test (Ideal-RT / Ideal-HT) (ASTM D8360)	$ 450.00
		Aggregate Correction Factor (ASTM D6307 / CT 382 / AASHTO T308	$ 650.00

CONCRETE & MASONRY

Compression Test Concrete - Per Cylinder (ASTM C39)	$ 39.00	Flexural Test per Beam (ASTM C78 / CT 523)	$ 124.00
Compression Test Concrete - Set of 4/5 (ASTM C39)	$ 189.00	Linear Shrinkage - Set of 3 (ASTM C157)	$ 551.00
Compression Test of Core (ASTM C42)	$ 84.00	Unit Weight Lt Wt Concrete	$ 78.00
Compressive Strength of Shotcrete Panel	$ 441.00	Splitting Tensile Strength of Concrete (ASTM C496)	$ 166.00
Compression Test Composite CMU Prism (1)	$ 229.00	Compressive Strength CMU Block (ASTM C140)	$ 265.00
Compression Test Grout (Set of 4)	$ 167.00	Comp. Strength, SG, & Abs. of CMU - Per Block (ASTM C140)	$ 305.00
Compression Test Mortar (Set of 3)	$ 152.00	Masonry Linear Shrinkage (ASTM C426)	$ 559.00
Compression Test Cellular Concrete / CLSM (Set of 5)	$ 230.00	Masonry Core Shear Test (Title 24)	$ 260.00

METALS & FIREPROOFING

Tensile & Bend of Rebar #3-11	$ 205.00	Brinell Hardness of Steel (ASTM E10)	$ 138.00
Slip and Tensile Rebar Couplers (CT 670)	$ 298.00	Rockwell Hardness of Steel (ASTM E18)	$ 138.00
Bolt Proof & Ultimate Load - Each	$ 125.00	Face Bend of Steel Coupon	$ 84.00
Bolt Hardness - Set of 3	$ 236.00	Root Bend of Weld Coupon	$ 84.00
Nut Proof Load - Set of 3	$ 236.00	Side Bend of Weld Coupon	$ 84.00
Nut Hardness - Set of 3	$ 236.00	Tensile Test of Steel Coupon	$ 116.00
Washer Hardness - Set of 3	$ 236.00	Bend Test of Steel Coupon	$ 100.00
Dry Density Fireproofing (ASTM E605)	$ 131.00	Adhesion / Cohesion Fireproofing Materials	$ 175.00

SAMPLE 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 November 18, 2025

Project Name City of Turlock Roads Program CIP 023-68BP2

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 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**
$2,273.92	28	=	$81.21	Year 1 Avg Hourly Rate

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 Avg Hourly Rate
Year 2	$85.27	+	5.0%	=	$89.54	Year 3 Avg Hourly Rate
Year 3	$89.54	+	5.0%	=	$94.01	Year 4 Avg Hourly Rate
Year 4	$94.01	+	5.0%	=	$98.71	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 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):	11/18/2025
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:

Land Surveying Services

City Council Staff Report

January 13, 2026

From:	Christopher Fisher, Municipal Services Director
Prepared by:	James Governale, Administrative Analyst
Agendized by:	Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing expenditures with Southern Tire Mart, LLC for the purchase of tire products and services under the NASPO ValuePoint Cooperative Contract No. 24158 (Bridgestone/Firestone) in an amount not to exceed $600,000 for the Fleet Maintenance Division

2. NARRATIVE:

The Fleet Maintenance Division purchases tires throughout the year to maintain the City's vehicle and equipment fleet. These purchases support essential field operations across multiple departments, including Police, Fire, Parks, Streets, Transit, Water, and Wastewater. Tires are procured on a rolling basis as replacements become necessary due to wear, damage, or scheduled maintenance requirements.

Southern Tire Mart, LLC is an authorized reseller under the NASPO ValuePoint cooperative purchasing agreement between the State of Iowa and Bridgestone Americas Tire Operations, Master Contract No. 24158. The City has executed a Participating Addendum for this cooperative contract, which allows the use of competitively bid pricing for tires, tubes, and associated services. Utilizing this agreement ensures consistent pricing, reduces administrative burden, and maintains alignment with Turlock Municipal Code Section 2-7-08(b)(5), which permits purchases from vendors awarded contracts through recognized cooperative purchasing programs.

Based on historic usage and projected operational needs, total expenditures with Southern Tire Mart, LLC are expected to exceed the City Manager's purchasing authority. Approving this resolution maintains continuity of Fleet operations, avoids delays in obtaining necessary equipment, and preserves the cost savings achieved through cooperative pricing.

3. FISCAL IMPACT / BUDGET AMENDMENT:

This action would authorize staff to spend up to $600,000 until the NASPO ValuePoint cooperative purchasing agreement expires, which is anticipated to be June 30, 2027. Because the agreement may be extended until June 30, 2030 with the consent of the State of Iowa, staff recommend $600,000 to account for enough spending capacity to span this maximum potential four and a half year term. Expenses will be charged to various City accounts based on the type of work performed or product purchased, including Fund 505 (Fleet) account 505-50-525.46032 (Vehicle and Small Equipment Maintenance Parts).

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. NASPO Contract 24158
3. Participating Addendum - City of Turlock

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING EXPENDITURES WITH SOUTHERN TIRE MART, LLC FOR THE PURCHASE OF TIRE PRODUCTS AND SERVICES UNDER THE NASPO VALUEPOINT COOPERATIVE CONTRACT NO. 24158 (BRIDGESTONE/FIRESTONE) IN AN AMOUNT NOT TO EXCEED $600,000 FOR THE FLEET MAINTENANCE DIVISION	}	**RESOLUTION NO. 2026-**

WHEREAS, the City of Turlock regularly purchases tires and related services necessary for maintaining its vehicle and equipment fleet; and

WHEREAS, Southern Tire Mart, LLC, is an authorized reseller under the NASPO ValuePoint cooperative purchasing agreement with Bridgestone Americas Tire Operations, Master Contract No. 24158, which provides competitively bid pricing for tires, tubes, and related services; and

WHEREAS, Turlock Municipal Code Section 2-7-08(b)(5) allows staff to directly purchase from vendors that have been competitively awarded contracts through cooperative purchasing agreements; and

WHEREAS, the City of Turlock has executed a Participating Addendum with Bridgestone Americas Tire Operations for use of NASPO ValuePoint Contract No. 24158, which enables the City to obtain tires and services at pre-established cooperative pricing, and

WHEREAS, the cumulative cost of tires and related purchases from Southern Tire Mart, LLC, during Fiscal Year 2025-26 is projected to exceed the City Manager's purchasing authority and therefore requires approval by the City Council, and

WHEREAS, it is in the best interest of the City to continue utilizing the cooperative pricing available through NASPO ValuePoint Contract No. 24158 to ensure efficiency, cost-effectiveness, and compliance with the City's purchasing policies, and

WHEREAS, this action is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(5) of the CEQA Guidelines, as it involves organizational or administrative activities of government that do not result in direct or indirect physical changes in the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock hereby authorizes expenditures with Southern Tire Mart, LLC for the purchase of tire products and services under the NASPO ValuePoint Cooperative Contract No. 24158 (Bridgestone/Firestone) in an amount not to exceed $600,000 for the Fleet Maintenance

Division.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of January, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Iowa Department of Administrative Services

Contracts Declaration & Execution Page

Title of Contract:	Bid Proposal Number	Contract Number
Tires, Tubes, and Services	RFP0223005113	24158

This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:

State Agency's Name:
Iowa Department of Administrative Services (DAS)

Contractor's Name:
Bridgestone Americas Tire Operations LLC

Contract to Begin:	Date of Expiration:	Annual Extensions:
July 1, 2024	June 30, 2027	Three (3)

The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement:

Section 1 – NASPO Valuepoint Terms and Conditions .....Page 2
Section 2 – Scope of Work.....Page 27
Section 3 – Pricing.....Page 35
Section 4 – Contacts .....Page 37

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

Contractor: Bridgestone Americas Tire Operations LLC

By *(Authorized Signature)*	Date Signed
Gregg Trosper - Business Development Government & Military Fleet	6/10/2024

Printed Name and Title of Person Signing

200 4th Avenue South Nashville, TN 37201

Address

State of Iowa: Department of Administrative Services – Central Procurement

By *(Authorized Signature)*	Date Signed
	June 10, 2024

Printed Name and Title of Person Signing

Karl Wendt, Procurement Manager

Address

1305 E. Walnut ST, Des Moines, IA 50319

SECTION 1
Terms & Conditions

1.1 Definitions

1.1.1 **Acceptance** means acceptance of goods and services as set forth in Section 1.9 of this Master Agreement.

1.1.2 **Affiliated Dealers** means dealers providing Products under this Master Agreement that are owned and operated by Contractor.

1.1.3 **Approved Distributor** means an authorized manufacturer's dealer, including both Affiliated Dealers and Independent Dealers, who has agreed to the terms and conditions of the NASPO ValuePoint Master Agreement.

1.1.4 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.1.5 **Embedded Software** means one or more software applications which permanently reside on a computing device.

1.1.6 **Independent Dealer** means an independent dealer not owned and operated by Contractor that is authorized in accordance with the Section 2 - Scope of Work to provide Products under this Master Agreement.

1.1.7 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.1.8 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.1.9 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.1.10 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.1.11 **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

1.1.12 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity- specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.1.13 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.1.14 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.1.15 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

1.1.16 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.2 Term of Master Agreement

1.2.1 Initial Term

The initial term of this Master Agreement is for three (3) years. The term of this Master Agreement may be amended beyond initial term for three (3) additional one-year terms at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

1.2.2 Amendment Limitations

The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

1.2.3 Amendment Term

The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

1.3 Pricing, Payment & Leasing

1.3.1 Pricing

The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

1.3.1.1 All prices and rates must be guaranteed for the initial six (6) month term of the Master Agreement.

1.3.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least sixty (60) days prior to the effective date.

1.3.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

1.3.1.4 No retroactive adjustments to prices or rates will be allowed.

1.3.2 Payment

Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After sixty (60) days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

1.3.3 Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

1.4 Ordering

1.4.1 Order Numbers

Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

1.4.2 Quotes

Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated

or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

1.4.3 Applicable Rules

Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

1.4.4 Required Documentation

Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

1.4.5 Term of Purchase

Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

1.4.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

1.4.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

1.4.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

1.4.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

1.4.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

1.4.6 Order Form Requirements

All Orders pursuant to this Master Agreement, at a minimum, must include:

1.4.6.1 The services or supplies being delivered;

1.4.6.2 A shipping address and other delivery requirements, if any;

1.4.6.3 A billing address;

1.4.6.4 Purchasing Entity contact information;

1.4.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

1.4.6.6 A not-to-exceed total for the products or services being ordered; and

1.4.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

1.4.7 Communication

All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

1.4.8 Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

1.5 Order of Precedence

1.5.1 Order

Any Order placed under this Master Agreement will consist of the following documents:

1.5.1.1 A Participating Entity's Participating Addendum ("PA");

1.5.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;

1.5.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;

1.5.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;

1.5.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

1.5.2 Conflict

These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

1.5.3 Participating Addenda

Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

1.6 Participants and Scope

1.6.1 Requirement for a Participating Addendum

Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

1.6.2 Applicability of Master Agreement

NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

1.6.3 Authorized Use

Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

1.6.4 Obligated Entities

Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those

Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

1.6.5 Notice of Participating Addendum

Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

1.6.6 Eligibility for a Participating Addendum

Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

1.6.7 Prohibition on Resale

Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

1.6.8 Individual Customers

Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

1.6.9 Release of Information

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

1.6.10 No Representations

The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

1.7 NASPO ValuePoint Provisions

1.7.1 Applicability

NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section 1.5 are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

1.7.2 Administrative Fees

1.7.2.1 NASPO ValuePoint Fee

Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

1.7.2.2 State Imposed Fees

Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

1.7.3 NASPO ValuePoint Summary and Detailed Usage Reports

1.7.3.1 Sales Data Reporting

In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO

ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

1.7.3.2 Summary Sales Data

"Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

1.7.3.3 Detailed Sales Data

"Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

1.7.3.4 Sales Data Crosswalks

Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Contractor's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

1.7.3.5 Executive Summary

Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation

activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

1.7.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

1.7.4.1 Staff Education

Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

1.7.4.2 Onboarding Plan

Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

1.7.4.3 Annual Contract Performance Review

Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

1.7.4.4 Use of NASPO ValuePoint Logo

The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint. Contractor or its affiliates' logos may not be used by Lead State, NASPO ValuePoint, or any Participating State for any purpose without written permission from Contractor, except that NASPO ValuePoint may display Contractor's logo on its Portfolio website.

1.7.4.5 Most Favored Customer

Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

1.7.5 Cancellation

In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

1.7.6 Canadian Participation

Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

1.7.7 Additional Agreement with NASPO

Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

1.8 Shipping and Delivery

1.8.1 Shipping Terms

All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

1.8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

1.8.2 Minimum Shipping

The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

1.8.3 Inside Deliveries

To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a

delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

1.8.4 Packaging

All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

1.9 Inspection and Acceptance

1.9.1 Laws and Regulations

Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

1.9.2 Applicability

Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

1.9.3 Inspection

All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

1.9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

1.9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

1.9.4 Failure to Conform

If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action

to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

1.9.5 Acceptance Testing

Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

1.9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

1.9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

1.9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

1.9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

1.9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

1.10 Warranty

1.10.1 Applicability

Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section 1.10 will apply.

1.10.2 Warranty

The tires are subject only to Contractor's standard limited warranty and its warranty policies currently available at www.commercial.bridgestone.com, as updated from time to time and in effect at the time of purchase (the "SLW"). The SLW is incorporated by reference into the terms of this Master Agreement. To the extent there is a conflict between this Master Agreement and the terms of the SLW, the SLW terms will govern. Except as specifically set forth herein, Contractor makes no warranty, either express of implied with respect to any product, and specifically disclaims all other warranties, including, without limitation, warranties for merchantability, non-infringement, and fitness for a particular purpose.

1.10.3 Breach of Warranty

Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the payments made on the Product that is being replaced.

1.10.4 Rights Reserved

The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

1.10.5 Warranty Period Start Date

The warranty period will begin upon Acceptance, as set forth in Section 1.9.

1.11 Product Title

1.11.1 Conveyance of Title

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

1.11.2 Embedded Software

Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

1.11.3 License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

1.12 Indemnification

1.12.1 General Indemnification

The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master

Agreement. For the avoidance of doubt and notwithstanding anything to the contrary herein, all parties to this Master Agreement or a Participating Addendum acknowledge that: (i) Contractor is providing the Products through its Affiliated Dealers and certain Independent Dealers; (ii) Contractor is responsible to the Lead State and Participating States for the wrongful acts, negligence, or other liabilities of its Affiliated Dealers; and (iii) all Independent Dealers shall be directly and fully responsible (without any liability to, or contribution from, Contractor or its employees or the Affiliated Dealers) to the Lead State and the Participating States for any wrongful acts, negligence, other liabilities, insurance requirements, and warranties directly related to the Products they provide under this Master Agreement.

1.12.1.1 The Contractor shall defend, indemnify, and hold harmless NASPO, NAPSO Value Point, the Lead State, Participating Entities, and the Purchasing Entities, along with their officers and employees, or its Affiliated Dealers, relating to the performance under this Master Agreement. Notwithstanding any other provision of this Master Agreement to the contrary, except for losses caused by Contractor, its employees, or its Affiliated Dealers' negligence or willful misconduct (as determined by a court of competent jurisdiction in a final, non-appealable order), in no event shall Contractor, its employees, or its Affiliated Dealers be liable for any loss of actual or anticipated profits, loss of anticipated business, downtime costs or delay claims (whether direct or indirect), nor for any other special, indirect, incidental, or consequential damages arising out of, relating to, or in any way in connection with this Master Agreement or the provision of Products hereunder, whether based in warranty, contract, tort, negligence, strict liability, or otherwise.

1.12.2 Intellectual Property Indemnification

The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

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1.12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

1.12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

1.12.2.1.2 specified by the Contractor to work with the Product;

1.12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

1.12.2.1.4 reasonably expected to be used in combination with the Product.

1.12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

1.12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

1.12.2.4 Unless otherwise set forth herein, Section 1.12 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

1.13 Insurance

1.13.1 Term

Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum, except that a Participating State cannot require Contractor to provide copies of its unredacted insurance policies unless otherwise required by such State's applicable law.

1.13.2 Class

Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum. Unless otherwise agreed in a Participating Addendum, an exception to the requirement to buy and maintain the required insurance is allowed when Contractor is 100% self-insured. In this case, Contractor may self-insure all of its obligations under this Contract provided that such program of self-insurance is in compliance with the laws of the Participating State(s) in which Contractor conducts business. Regardless of whether the insurance is through a third-party insurer or self-insurance, the certificate of

insurance will show the minimum dollar amount per occurrence and policy maximum per 13.3 below.

1.13.3 Coverage

Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

1.13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

1.13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

1.13.4 Notice of Cancellation

Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

1.13.5 Notice of Endorsement

Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence mutually acceptable to the Contractor and Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary; provided that Contractor's general liability insurance shall be primary only to the extent Contractor is required to indemnify the Lead State or other Participating Entities under Section 1.12 of this Agreement.

1.13.6 Participating Entities

Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section 1.13, except the endorsement is provided to the applicable Participating State or Participating Entity.

1.13.7 Furnishing of Certificates

Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

1.13.8 Disclaimer

Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

1.14 General Provisions

1.14.1 Records Administration and Audit

1.14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including itsgrant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive fora period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder. Any access to books, records, documents, or other evidence pursuant to this Section 14 shall be upon reasonable advanced notice, during normal business hours, unless mutually agreed upon otherwise.

1.14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examinationof the Contractor's records.

1.14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

1.14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

1.14.2.1 Confidentiality

Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

1.14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by

Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

1.14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

1.14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

1.14.2.2 Non-Disclosure

Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

1.14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

1.14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

1.14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose,

directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

1.14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

1.14.2.2.5 If Contractor is requested by a court or governmental agency with competent jurisdiction to disclose any Confidential Information, Contractor will, to the extent legally permissible, promptly notify the applicable Purchasing Entity to that such Purchasing Entity may, in its sole discretion and at its own expense, seek a protective order, other appropriate remedy, or to narrow the scope of the required disclosure. Contractor will reasonable cooperate with the applicable Purchasing Entity in seeking any such protections.

1.14.2.3 Injunctive Relief

Contractor acknowledges that Contractor's breach of Section 1.14 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

1.14.2.4 Purchasing Entity Law

These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

1.14.2.5 NASPO ValuePoint

The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

1.14.2.6 Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

1.14.3 Assignment/Subcontracts

1.14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

1.14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

1.14.3.3 Notwithstanding the foregoing, nothing herein shall prohibit the supply of products or services pursuant to this Master Agreement by Contractor's Approved Distributors.

1.14.4 Changes in Contractor Representation

The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State may provide feedback to Contractor regarding any changes in key personnel, as identified in the Contractor's proposal. The Contractor shall reasonably consider the Lead State's feedback and will propose replacement key personnel having substantially similar or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

1.14.5 Independent Contractor

Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

1.14.6 Cancellation

Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

1.14.7 Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are

beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

1.14.8 Defaults and Remedies

1.14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

1.14.8.1.1 Nonperformance of contractual requirements;

1.14.8.1.2 A material breach of any term or condition of this Master Agreement;

1.14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

1.14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

1.14.8.1.5 Any default specified in another section of this Master Agreement.

1.14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

1.14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

1.14.8.3.1 Any remedy provided by law;

1.14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

1.14.8.3.3 Suspension of Contractor from being able to respond to future bid solicitations;

1.14.8.3.4 Suspension of Contractor's performance; and

1.14.8.3.5 Withholding of payment until the default is remedied.

1.14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

1.14.9 Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

1.14.10 Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

1.14.11 No Waiver of Sovereign Immunity

1.14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity

based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

1.14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

1.14.12 Governing Law and Venue

1.14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

1.14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

1.14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

1.14.13 Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

1.14.14 Survivability

Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

SECTION 2
Scope of Work

2.1 This Scope of Work describes the Deliverables being sought through this Contract.

2.2 Master Agreement Objectives

The purpose of this Master Agreement(s) is to provide competitive pricing for tire products and services through retail distribution networks to all Participating States.

This Master Agreement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the using entities chief procurement official and compliance with local statutory and regulatory provisions.

2.3 Master Agreement Deliverables

The scope of this Contract includes specific full lines of tires and tubes as covered in the Manufacturer's Price List (MPL) and related services in the subcategories listed below.

2.3.1 Tires and Tubes Subcategories

1. Pursuit and Performance Tires
2. Automobile/Passenger Vehicles
3. Light Duty Trucks: Redial and Bias
4. Medium Commercial/Heavy Duty Trucks/Buses
5. Off-the-Road OTR: Radial and Bias
6. Agriculture/Farm
7. Industrial
8. Specialty Tires
9. Retread

2.3.2 Product and Service Specifications

2.3.2.1 General Tire Specifications

The quality for all tires shall be the equivalent or greater than Original Equipment Manufacturers (OEM) as original for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tires supplied shall be marked with Federal Department of Transportation (DOT) compliance symbol. Tires shall conform to all applicable Federal Specifications.

All tires in subcategories one (1) through nine (9) shall be new, unused and shall have been produced or manufacturer within the last one (1) year prior to delivery to the purchasing Entity. Should an Authorized Dealer deliver a tire(s) with a manufacturing date exceeding the one (1) year limit, the Authorized Dealer shall pick up the expired tire(s) and replace them with tire(s) that meet

the manufacturing date requirement for no additional fee to the Purchasing Entity.

All tires shall have the size, manufacturer's name, DOT number, serial number, and indication of body material molded in side-wall at time of cure. The application of any of the above by any other means such as branding, application of decals, etc. shall not be acceptable.

Tires offered shall have been tested to meet or exceed American Society of Testing and Materials (ASTM) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operations performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires, FMVSS 139 for new pneumatic radial tires for light vehicles, and FMVSS 119 for new pneumatic non-passenger Multi-Passenger Vehicles (MPVs), trucks, buses, and trailers.

2.3.2.1.1 Pursuit and Performance Tires

Pursuit and performance tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory.

Tires shall be new, standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling, and stopping characteristics. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109.

2.3.2.1.2 Automobile/Passenger Vehicles

These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and minivans.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.3 Light Duty Trucks Radial and Bias

These tires can usually be identified by the letters "LT" at the beginning of the tire size. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans, and some trailers.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.4 Medium Commercial/Heavy Duty Trucks/Buses

These tires do not have a letter at the beginning of the tire size. Common applications for these types of tires would be medium and heavy trucks, buses,
semi-trucks, cargo, vans, and trailer tires. Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.5 Off-the-Road OTR and Low Speed Off Highway Tires (Radial and Bias)

Common applications are heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.6 Agricultural/Farm (Radial and Bias)

Common applications are farm tractors, wagons, harvesters, and other farm implements requiring tires with high traction qualities and tires with high flotation qualities at low inflation pressures.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.7 Industrial

Common applications are specialty industrial equipment, some construction equipment, and material handling equipment such as skid loaders and forklifts and include pneumatic, non0pneumatic, and press on tires.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.8 Specialty Tires

Specialty tires may include, but are not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, and aviation tires. This category also includes all other tires not identified above. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

2.3.2.1.9 Retread Tires – Optional Service

A retread tire undergoes a manufacturing process to replace the worn tread on used tires to extend the longevity of the tire.

2.3.2.2 Low Roll Resistance Tires

Contractor must provide certified, low rolling resistance tires and Identify them as low roll resistance tires in the MPL. Contractor is to also provide the fuel economy rating of the low roll resistance tires offered, for example, miles per gallon fuel efficiency increase or percentage of fuel economy increase.

2.3.2.3 Tubes

All inner tubes shall be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock. All tubes shall be of quality not less than the tubes normally furnished in representative quantities by OEM as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tubes shall conform to all applicable federal specifications. All tubes shall be new and shall have been produced or manufactured within the last one (1) year prior to installation or delivery to the purchasing Entity.

2.3.2.4 Detailed Services Specifications

Contractor is asked to provide pricing on each of the below mentioned listed services that may be performed by their approved Authorized Dealers to include any parts and labor. Approved Authorized Dealers shall honor the services pricing in the Contract.

Contractor is asked to provide a list of its approved Authorized Dealers for each state. The Contractor(s) is responsible for the timeliness and quality of all services provided by the approved Distributors under this Contract. NASPO ValuePoint Participating States may elect to use these services listed below at their discretion.

Product installation and repairs, such as mounting, rotation, and balancing, shall be in accordance with manufacturer's recommended procedures of warranted new virgin-product tires for each product subcategory.

a. Tire installation with purchase in store includes dismount of used tires and tubes

b. Change tire, dismount and mount

c. Flat repair, remove, repair and mount

d. Flat repair, off vehicle

e. Rotate mounted tires (per tire)

f. New valve stem rubber or metal

g. Wheel balance – computer spin balance (per spin)

h. Wheel balance – computer spin balance and valve stem combination

i. Foam filled

j. Alignment Services – If Contractor provides this service, the prices must be a percentage discount from list price for parts and a fixed price per hour for labor.

k. Studding – Metal implants in the surface of the tread to improve traction on ice.

l. Siping – The small slots that are cut or molded into a tire tread surface. These slots are meant to aid in increasing traction in snow, ice, mud, and wet road surfaces.

m. Used tire recycle and disposal fee (per tire) – Some NASPO ValuePoint Participating States have statutes that only allow up to a specific fee to be charged. The Participating States with statue regulated fee caps will only pay the proposed amount or the statute price, whichever is lower.

n. Bulk Disposal of Tires (Optional Service) – This is considered an additional chargeable service.

Contractor must, when requested, place trailers on-site at any requesting using Entity for the disposal of scrap tires. Contractor must, on a will-call basis, within five (5) days' notification from requesting Purchasing Entity, remove and replace full trailers with empty trailers. Trailer capacity must be a minimum of six (6) tons or scrap tires. Contractor must dispose of scrap tires that are removed in Contractor provided trailers at an approved waste tire recovery area, other approved disposal methods. Contractor must invoice for disposal of scrap tires at the established Master Agreement price per ton. Contractor must submit with invoice, documentation of scrap tire disposal weight from a disposal site, if this is the method of disposal utilized by the Contractor. Contractor may return scrap tires mounted to wheels to Purchasing Entity if dismounting is required. With prior approval from the designated Purchasing Entity contract representative, Contractor may dismount scrap tires from wheels and invoice at the established Master Agreement price for such service. Contractor must return wheels to purchasing Entity for disposition unless instructed otherwise by purchasing Entity.

o. Tire Pressure Monitoring System (TPMS) – Vehicles all come with a TPMS which is built into the tire valve. When new tires are mounted on a vehicle with the TPMS system, the TPMS system is reinstalled with a new washer, valve, and valve cap (TPMS service kit).

2.3.3 Customer Service

2.3.3.1 The Contractor shall provide a website dedicated to any Participating State that includes, but, is not limited to, services, cost, technical specifications, online ordering, and payment capability.

2.3.3.2 The Contractor shall provide a dedicated customer service representative(s) for the Master Agreement. The representative shall be available to respond to all Participating Entity inquiries within two (2) business day. The representative shall be available to resolve any customer service issues.

2.3.3.3 The Contractor shall report Key Performance Indicators (KPIs) measuring their customer service and response time. The KPI report shall be issued to the Contract Administrator no later than sixty (60) days following the end of each calendar year.

2.3.3.4 A Contractor representative(s) shall attend an annual meeting with the Lead State Contract Administrator and sourcing team to review usage and discuss any issues that are occurring, if requested. The Contractor shall be prepared to discuss overall effectiveness of contract, total sales, and customer service. The representative shall be responsible to conduct and/or coordinate sales meetings, training sessions, and product demonstrations if required.

2.3.4 Multi-Accounts within a Using Entity

Using Entities may have different agencies, departments, or divisions utilizing the goods and/or services provided by Contractor(s). Therefore, Contractor(s) shall be able to process multiple individual accounts and unique users within a Purchasing Entity.

2.3.5 Payment Types

Contractor shall accept mailed and electronic payments/P-Cards and cannot charge additional transaction fees under this Master Agreement. Contractor shall accept each Participating Entity's payment terms established in their Participating Addendum.

2.3.6 Recruiting and Education of Approved Distributors

Contractor shall agree to continue recruiting dealers to become Approved Distributors for Participating Entities for the duration of the Master Agreement. Contractor shall further agree to continue outreach with regards to the training of Approved Distributors on the terms and requirements of the Master Agreement and relaying billing procedures for each respective Participating Entity.

2.4 Contractor Responsibilities and Tasks

2.4.1 Administrative Fees

2.4.1.1 The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based

on all sales of products and services under the Master Agreement (less any charges for taxes and shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing in the contract.

2.4.1.2 Additionally, some Participating Entities may require an additional administrative fee be paid directly to the state only on purchases made within that state. For all such requests, the fee level, payment method, and schedule for such reports and payments shall be incorporated into the Participating Addendum that is made part of this Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for such purchased made by Purchasing Entities within the jurisdiction of the state. All such payments shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales (less any charges for taxes and shipping) at the adjusted prices (if any) in Participating Addenda.

2.4.2 NASPO ValuePoint Summary and Detailed Usage Reports

The Contractor shall provide the following NASPO ValuePoint reports.

2.4.2.1 Summary Sales Data – The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at:
https://calculator.naspovaluepoint.org/

2.4.2.2 Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating State. Plans shall include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

2.4.2.3 Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider Participating Entities proposed terms and conditions, as deemed important to the Participating Entity, for possible inclusion into the Participating Addendum. Contractor shall ensure that their sales force is aware of this contracting option.

2.4.2.4 Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of t of administrative fees.

2.4.3 Price and Rate Guarantee Period

All prices and rates shall be guaranteed for the initial six (6) month period of the Master Agreement. Following the initial six (6) month period of the Master Agreement, the Contractor may request for a price or rate adjustment for an equal guarantee period of six (6) months, and shall be made at least sixty (60) days prior to the effective date. Requests for price or rate adjustment shall include sufficient documentation supporting

the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rate shall be allowed.

2.5 Lead State Responsibilities and Tasks

2.5.1 Adjustment in Pricing

The Lead State Contract Administrator and Multistate Sourcing Team shall review the Contractors request for a price or rate adjustment at least forty-five (45) days prior to the effective date. The Lead State Contact shall notify the Contractor their requested price or rate adjustment was approved or shall be resubmitted for approval at least thirty (30) days prior to the effective date.

2.5.2 Contract Extensions

The Lead State Contract Administrator shall give the Contractor written notice of its intent whether to exercise each renewal option no later than ninety (90) days before the end of the Contract's then-current term.

2.5.3 Annual Review Meeting

The Lead State Contract Administrator shall coordinate a date and time that aligns with the Contractor, Contract Administrator, and Multistate Sourcing Teams schedule for the annual review meeting. The meeting shall be held in Des Moines, Iowa.

2.5.4 Participating Addendum Escalation Contact

The Lead State Contract Administrator shall be the escalation contact for a Participating Entity when the Contractor fails to respond to correspondence with the Participating Entity or if an issue or problem is not resolved in a timely fashion.

SECTION 3
Pricing

3.1 Tires Pricing

Tire pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance. Tire and Tube pricing does not include delivery to Purchasing Entities. Contractor's discount off of Manufacturer's Price List (MPL) pricing is shown below:

Tires and Tubes by Subcategory				
Subcategory #	Tire and Tube Type	Percent Discount	MPL Name	MP: Date
B1	Pursuit and Performance Tires	62%	BS CONFIDENTIAL CATALOG	9/1/2023
B2	Automobile/Passenger Vehicles	43%	BS CONFIDENTIAL CATALOG	9/1/2023
B3	Light Duty Trucks:			
	3a. Radial	37%	BS CONFIDENTIAL CATALOG	9/1/2023
	3b. Bias	37%	BS CONFIDENTIAL CATALOG	9/1/2023
B4	Medium Commercial/Heavy Duty Trucks/Buses	46%	BS CONFIDENTIAL CATALOG	9/1/2023
B5	Off Road			
	5a. Off Road Radial	37%	BS CONFIDENTIAL CATALOG	9/1/2023
	5b. Off Road Bias	37%	BS CONFIDENTIAL CATALOG	9/1/2023
B6	Agriculture/Farm			
	6a. Farm	23%	BS CONFIDENTIAL CATALOG	9/1/2023
	6b. Forestry	33%	BS CONFIDENTIAL CATALOG	9/1/2023
B7	Industrial Tires	33%	BS CONFIDENTIAL CATALOG	9/1/2023
B8	Specialty Tires (Motorcycle)	30%	BS CONFIDENTIAL CATALOG	9/1/2023
B9	EV Tires	EV WILL BE IN RESPECTIVE SUBCATEGORY		
B10	Retread	40%	BS CONFIDENTIAL CATALOG	9/1/2023

3.2 Tire Services Pricing

Tire services include all minor parts and labor as a total service rate. Flat rate pricing and availability of services is shown below:

NASPO ValuePoint Pricing for Services											
	Type of Service	Product Category Sub-1 & 2	Product Sub-Category #3	Product Sub-Category #4		Product Sub-Category #5	Product Category Sub-#6	Product Sub-Category #7	Product Sub-Category #8	Product Sub-Category #9	Product Sub-Category #10
		Pursuit, Performance, Passenger, Automobile	Light Duty Trucks	Medium Commercial/ Heavy Duty/Bus		Off Road	Agriculture/Farm	Industrial	Specialty	EV Tires	Retread
				Single	Dual						
1	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	$6.00	$18.75	$30.25	$34.75	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
2	Change tire, dismount and mount	$15.00	$37.75	$30.50	$35.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
3	Flat Repair, remove, repair and mount	$25.75	$42.00	$65.00	$69.50	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
4	Flat repair, off vehicle	$20.50	$28.50	$43.50	$48.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
5	Rotate mounted tires (per tire)	$3.75	$3.75	$47.75	$52.25	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
6	New valve stem rubber or metal (per tire)	$3.00	$3.00	$9.00	$9.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
7	Wheel balance-computer spin balance (Per Tire)	$22.50	$22.50	$47.50	$52.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
8	Wheel balance/Valve stem combo (per tire)	$13.50	$13.50	$56.50	$61.00	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
9	Alignment services (Minor parts shall be included in the pricing of the individual services below.)										
	9a. Standard two wheel alignment	$77.99	$77.99	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
	9b. Four wheel alignment	$79.99	$79.99	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
	9c. Bushing/cam alignment	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
10	Studding (per tire) - To be performed on new tires only.	$16.50	$16.50	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
11	Siping (per tire)	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
12	Used tire recycle/disposal fee (per tire)	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
13	Bulk tire disposal (min. of six tons capacity)	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
14	Tire pressure monitoring kit (per Tire)	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ	LDQ
	REFERENCE: LDQ - LOCAL DEALER QUOTE										
	REFERENCE: BRIDGESTONE US STANDARD SERVICE & LABOR RATES CATALOG										

SECTION 4
CONTACTS

4.1 Bridgestone Americas Tire Operations LLC
Gregg Trosper 615.815.0769
trospergregg@bfusa.com

4.2 State of Iowa – DAS/Procurement Contact
Craig Trotter
515.322.8593
craig.trotter@iowa.gov

4.3 NASPO-Valuepoint
Josh Descoteaux
589.551.0958
jdescoteaux@naspo.org

Participating Addendum
for
Tires, Tubes, and Services
between
City of Turlock
and
Bridgestone Americas Tire Operations

This Participating Addendum is entered into by City of Turlock ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 24158, executed by Contractor and the State of Iowa ("Lead State") for Tires, Tubes, and Services ("Master Agreement"):

Bridgestone Americas Tire Operations ("Contractor")
200 4th Ave South
Nashville TN 37201

I. **PARTICIPATING ADDENDUM CONTACTS.**

Contractor's contact for this Participating Addendum is:

Justin Maharaj
Lead, Sales Operations
maharajjustin@bfusa.com
678-429-5427

Participating Entity's contact for this Participating Addendum is:

City of Turlock
Purchasing Manager
equiroga@turlock.ca.us
209-668-5402

II. **TERM.** This Participating Addendum is effective as of the date of the last signature below or August 13, 2025, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. **PARTICIPATION AND USAGE.** This Participating Addendum may be used only by the City of Turlock. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

V. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

c. **Contractor Partners**. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VI. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. **FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

VIII. **NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

Justin Maharaj
Lead, Sales Operations
maharajjustin@bfusa.com
678-429-5427

For Participating Entity:

City of Turlock
Purchasing Manager
equiroga@turlock.ca.us
209-668-5402

IX. **SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

Merritt Gilbert

Signature

Merritt Gilbert

Printed Name

PARTICIPATING ENTITY:

Signature

Susan E. Borrego

Printed Name

Sales Director	Interim City Manager
Title	**Title**
Sep 17, 2025	8/20/2025
Date	**Date**

NASPO Bridgestone Participating Addendum_City of Turlock_ICM Signed_8.26.25

Final Audit Report 2025-09-17

Created:	2025-09-17
By:	Justin Maharaj (maharajjustin@bfusa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAefzms7VvpYZa_-de19kq127LdecwnSsL

"NASPO Bridgestone Participating Addendum_City of Turlock_ICM Signed_8.26.25" History

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Document e-signed by Merritt Gilbert (gilbertmerritt@bfusa.com)
Signature Date: 2025-09-17 - 3:34:41 PM GMT - Time Source: server

Agreement completed.
2025-09-17 - 3:34:41 PM GMT

City Council Staff Report

January 13, 2026

From:	Christopher Fisher, Municipal Services Director Bill Morris, City Engineer
Prepared by:	Tania Hernandez, Staff Services Analyst
Agendized by:	Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting a Resolution of Intention of the City Council of the City of Turlock, California, declaring intention to annex territory to the City of Turlock Community Facilities District No. 3 (Maintenance Services) and adopting a map of the area proposed to be annexed thereto (Annexation No. 1)

2. NARRATIVE:

On August 12, 2025, the City Council adopted Resolution No. 2025-147, establishing Community Facilities District No. 3 (Maintenance Services) ("CFD No. 3") to fund the ongoing maintenance and operations of public improvements associated with new development projects. Any new development project requiring a parcel map, subdivision map, general plan amendment, rezone, planned development, area-wide plan, annexation, or other discretionary permits may be required to annex into CFD No. 3 as a condition of approval. This ensures long-term funding for services such as street lighting, landscaping, storm drain facilities, sidewalks, and streets.

Adoption of a Resolution of Intention formally initiates the annexation process into CFD No. 3. CFD No. 3 ensures that maintenance costs of new developments are not absorbed by the General Fund, protecting existing taxpayers from the added financial burden.

Annexation No. 1 – Monarch Estates

Annexation No. 1 marks the first annexation into CFD No. 3. It encompasses Monarch Estates, a subdivision of approximately 2.70 acres into 16-single family residential lots, located at 2630 Roberts Road, and identified as Stanislaus County Assessor's Parcels 087-032-001 through 087-032-016. The City of Turlock's Planning Commission previously approved Vesting Tentative Subdivision Map 2022-02, which includes CFD annexation as a condition of approval.

The Monarch Estates development will require the maintenance and operation of one streetlight, approximately 20,000 square feet of street slurry seal and overlay, 1,000 linear feet of street sweeping, storm drain maintenance, as well as maintenance and future replacement of street trees, sidewalk, curb, and gutter. Annexation No. 1 will secure dedicated funding for these services.

The annexation process will be conducted over three City Council meetings. The first meeting initiates the proceedings and it includes:

- Adoption of a Resolution of Intention, including the Rate and Method of Apportionment (RMA) for Annexation No. 1
- Approval of the annexation boundary map
- Scheduling of the required public hearing

The public hearing, or the second meeting, is currently scheduled for February 24, 2026, and it will include:

- Confirmation of proof of publication of Notice of Public Hearing, signed Waiver and Consent form, completed and signed Ballot, and signed Certificate of Clerk
- Public Hearing
- Adoption of Resolution Calling for a Special Election
- Adoption of Resolution Declaring Results
- First reading of the Ordinance authorizing the levying and apportioning of the special tax on the annexed properties

The third and final step will be the second reading and adoption of the Ordinance which is scheduled for March 10, 2026.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Annexation No. 1 will generate $4,909.74 annually, or $306.86 per lot, as outlined in the RMA. This amount will be subject to annual Consumer Price Index (CPI) adjustments and deposited into Fund 232, which is exclusively designated for CFD No. 3.

There will be no impact to the General Fund. No budget amendment is required.

4. ENVIRONMENTAL DETERMINATION:

This action has been reviewed per the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the City's environmental regulations. The City, acting as the Lead Agency, determined that the ordinance is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change to the environment as there is no possibility that the action would result in a significant environmental impact, and because it does not constitute a “project” as defined in Section 15378 of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

5. ATTACHMENTS:

1. Draft Resolution
2. Annexation No. 1 Boundary Map

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF TURLOCK, CALIFORNIA, DECLARING INTENTION TO ANNEX TERRITORY TO THE CITY OF TURLOCK COMMUNITY FACILITIES DISTRICT NO. 3 (MAINTENANCE SERVICES) AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 1)	**RESOLUTION NO. 2026-**

WHEREAS, the City Council (the "City Council") of the City of Turlock (the "City") has established the City of Turlock Community Facilities District No. 3, County of Stanislaus, State of California (the "District") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, the City Council has received a written petition from Piro Enterprises, Inc., the owner of certain real property known as Monarch Estates within the City requesting that such property be annexed to the District in order that they may be developed and receive the benefit of services which will be financed by the annual levy of special taxes on said property for the purpose of financing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property (the "Services"), and agreeing to the annual levy of special taxes on said property sufficient to pay the costs of such Services and costs incidental thereto; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," (the "Act") to annex territory to the District by complying with the procedures set forth in said Article 3.5;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Turlock, California,

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated into this resolution.

Section 2. Name of District. The name of the existing Community Facilities District is City of Turlock Community Facilities District No. 3 (Maintenance Services), County of Stanislaus, State of California.

Section 3. Intention. The City Council declares its intention to conduct proceedings pursuant to said Article 3.5 for the annexation to the District of the territory described in Exhibit "A" attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed to the District.

Section 4. Description of Territory Proposed To Be Annexed; Annexation Map. The territory which is included in the District is described on the map of the District recorded on July 7, 2025, in Book 7 of Maps of Assessment and Community Facilities Districts, Page 61, and as Instrument No 2025-0032880 in the official records of the County of Stanislaus. The territory proposed to be annexed to the District is described in Exhibit "A" attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Annexation Map No. 1 to City of Turlock Community Facilities District No. 3 (Maintenance Services), County of Stanislaus, State of California," which is on file with the City Clerk (the "Annexation Map").

Section 5. Types of Services; Incidental Expenses. A general description of the services which are to be funded with the revenues from special taxes which are to be levied on parcels of taxable property within the District is as follows:

- Maintenance and lighting of parks, parkways, streets, roads, and open space;
- Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems;
- Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City; and/or
- Any other services authorized under the Act.

The District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out the authorized purposes of the District. Services and facilities may be shared or provided in common within the existing district and the territory proposed to be annexed. Maintenance services funded by the City or other special districts shall not be eligible for CFD No. 3 funding.

Section 6. Special Taxes. Except where funds are otherwise available, special taxes sufficient to pay the costs of the Services provided for in Section 3 above and the annual administrative expenses of the City and the District in determining, apportioning, levying and collecting such special taxes, shall be annually levied within the District. Pursuant to Section 53340 of the California Government Code, the special taxes

shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. However, under no circumstances shall the special tax levied against any parcel subject to the levy of the special tax pursuant to the rates and method of apportionment be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the District by more than ten percent (10%). The rate and method of apportionment of said special taxes shall be as set forth in Exhibit "B" attached hereto and by this reference made a part hereof.

Section 7. Adoption of Annexation Map. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map as the map of the area proposed to be annexed to the District. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation Map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of Stanislaus no later than 15 days prior to the date of the hearing specified in Section 8 hereof.

Section 8. Exempt Properties. Pursuant to Section 53340 of the California Government Code, properties of entities of the state, federal, and local governments shall be exempt from the levy of special taxes of the District.

Section 9. Necessity. The City Council finds that the Services described in Section 3 hereof are necessary to meet increased demands placed upon the City as a result of development occurring within the boundaries of the proposed annexation of territory to the District.

Section 10. Hearing on Annexation of Territory. A public hearing on the annexation of territory into the District shall be held at 6:00 p.m. on February 24, 2026 in the Council Chambers of the City Council, 156 South Broadway, Turlock, California.

Section 11. Notice. The City Clerk shall publish a notice of the time and place of said hearing as required by Sections 53339.4 and 53322 of the California Government Code and shall also give notice of the time and place of said hearing by first-class mail to each registered voter and to each landowner within the proposed community facilities district as prescribed by Section 53322.4 of said Code. Said notice shall be published at least seven (7) days and mailed at least fifteen (15) days before the date of the hearing and shall contain the information required by said Section 53322.

Section 12. Report. The officers of the City who are responsible for providing the Services to be financed by the District, including the territory proposed to be financed, if it is approved, are hereby directed, pursuant to the requirements of Section 53321.5 of the California Government Code to study the proposed annexation and, at or before the time of said hearing, file or cause to be filed a report with the City Council containing a brief description of the Services by type and an estimate of the cost of providing those Services and the incidental expenses to be incurred in connection therewith. All such reports shall be made a part of the record of the hearing to be held pursuant to Section 7 hereof.

Section 13. Description of Voting Procedures. The voting procedures to be followed in conducting the election on the proposition with respect to the annexation and the levy of special taxes within the territory proposed to be annexed to the District shall be as follows:

(a) If at the time of the close of the public or protest hearing (hereinafter referred to as the "protest hearing") at least 12 persons have been registered to vote within the territory proposed to be annexed to the District, the election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the California Government Code ("Section 53326") and pursuant to the applicable provisions of law regulating elections of the City, insofar as they may be applicable, and pursuant to Section 53326 the ballots for the election shall be distributed to the qualified electors of the territory proposed to be annexed to the District by mail with return postage prepaid and the election shall be conducted as a mail ballot election pursuant to Division 4 (commencing with Section 4000) of the California Elections Code.

(b) If at the time of the close of the protest hearing, and for at least one of the preceding 90 days, less than 12 persons have been registered to vote within the territory proposed to be annexed to the District, and pursuant to Section 53326, the vote is therefore to be by the landowners of that territory, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns. If more than one of the record owners of an identified parcel submits or wishes to submit a ballot, the votes attributable to the parcel will be allocated to ballots for each owner in proportion to their respective record ownership interest, rounded to the nearest one-tenth of a vote, or, if the ownership interests are not shown on the record, as established to the satisfaction of the City Clerk, the votes attributable to the parcel shall be allocated according to the ownership interests shown by documentation submitted by those record owners. The election shall be conducted by the City Clerk as follows:

(1) The election shall be held on the earliest date following the conclusion of the protest hearing upon which it can be held pursuant to Section 53326 which may be selected by the City Council, or such earlier date as the owners of land within the territory proposed to be annexed to the District and the City Clerk agree and concur is acceptable.

(2) Pursuant to Section 53326, the election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the territory proposed to be annexed to the District waive the time limits for conducting the election set forth in Section 53326 by unanimous written consent and the City Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to Section 53326, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid or by personal service.

(4) Pursuant to applicable provisions of law regulating elections of the City which govern the conduct of mail ballot elections, and Division 4 (commencing with Section 4000) of the California Elections Code with respect to elections conducted by mail, the City Clerk shall mail or deliver to each qualified elector an official ballot in a form specified by the City Council in the resolution calling the election, and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a statement pursuant to Section 9401 of the said Code, an impartial analysis by the City Attorney pursuant to Section 9280 of the said Code with respect to the ballot proposition contained in the official ballot, ballot arguments and rebuttals, if any, pursuant to Sections 9281 to 9287, inclusive, of said Code, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of this resolution; provided, however, that such statement, analysis and arguments may be waived with the unanimous consent of all the landowners of the territory proposed to be annexed to the District and shall be so stated in the resolution adopted by the City Council calling the election.

(5) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter, and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the territory proposed to be annexed to the District.

(6) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote

the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(7) The information-to-voter form to be mailed or delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5:00 o'clock p.m. on the date of the election.

(8) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council at its next regular meeting regarding the results of such canvass and the election.

The procedures set forth in this section for conducting the election may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.

For purposes of the District and the Act, the terms “proposition” and “measure” have the same meaning.

BE IT FURTHER RESOLVED AND ORDERED

The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of January, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

APNs:

087-032-001
087-032-002
087-032-003
087-032-004
087-032-005
087-032-006
087-032-007
087-032-008
087-032-009
087-032-010
087-032-011
087-032-012
087-032-013
087-032-014
087-032-015
087-032-016

EXHIBIT B

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

For Annexation No. 1 to the City of Turlock Community Facilities District No. 3 (Maintenance Services), County of Stanislaus, State of California

The Special Tax as hereinafter defined shall be levied on all Assessor's Parcels within Annexation No. 1 to the City of Turlock Community Facilities District No. 3 (Maintenance Services), ("CFD No. 3 A1"), other than Assessor's Parcels classified as Exempt Property as defined herein and collected each Fiscal Year commencing in Fiscal Year 2025-2026, in an amount determined by the CFD Administrator through the application of the procedures described below. All the real property within CFD No. 3 A1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area in acres of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area in acres shown on the applicable final map, parcel map, condominium plan, or other map or plan recorded with the County. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated expenses related to the administration of CFD No. 3: the costs of determining the amount of the levy of the Special Tax, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the payment of a proportional share of salaries and benefits of any City employee and City overhead whose duties are directly related to the administration of CFD No. 3, fees and expenses for counsel, audits, costs associated with responding to public inquiries regarding CFD No. 3, and any and all other costs incurred in connection with the administration of CFD No. 3.

"Annual Escalation Factor" means the annual percentage increase of the All Urban Consumers Consumer Price Index ("CPI") or two percent (2%), whichever is greater. The annual CPI used shall be for the area of San Francisco-Oakland-Hayward, CA as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31, or such other replacement index as may be determined by the City.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Base Year" means Fiscal Year beginning July 1, 2025 and ending June 30, 2026.

"Building Permit" means a permit issued for construction of a residential dwelling or non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation of retaining walls, grading, utility improvements, or other such improvements not intended for human occupancy.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Tax for CFD No. 3.

"CFD No. 3" means City of Turlock Community Facilities District No. 3 (Maintenance Services), established by the City Council under the Act.

"CFD No. 3 A1" means Annexation No. 1 to the City of Turlock Community Facilities District No. 3 (Maintenance Services), established by the City Council under the Act.

"City" means the City of Turlock.

"City Council" means the Council of the City of Turlock, acting as the legislative body of CFD No. 3.

"Commercial Property" means all Assessor's Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for retail, professional/medical offices, or for any other uses that are consistent with commercial land use designations, as determined by the City.

"County" means the County of Stanislaus.

"Developed Property" means an Assessor's Parcel of Taxable Property for which a Building Permit was issued on or before June 1 preceding the Fiscal Year for which the Special Tax is being levied.

"Exempt Property" means all Assessor's Parcels within CFD No. 3 A1 that are exempt from the Special Tax pursuant to the Act or Section F herein.

"Final Mapped Property" means an Assessor's Parcel of Taxable Property, exclusive of Developed Property, that is located within a recorded final map, parcel map, or condominium plan that creates individual lots for which Building Permits may be issued without further subdivision, as of January 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"**Industrial Property**" means all Assessor's Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for manufacturing, production, research and development, storage and/or processing of goods, or for any other uses that are consistent with industrial land use designations as determined by the City.

"Land Use Type" means any of the land use types listed in Table 1 below.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C, which may be levied in any Fiscal Year on an Assessor's Parcel of Taxable Property.

"Multi-Family Residential Property" means all Assessor's Parcels of Residential Property for which a Building Permit has been issued for the purpose of constructing a building or buildings comprised of

attached Residential Units available for rental by the general public, not for sale to an end user, and under common management.

"Maintenance Services" means those authorized services that may be funded by CFD No. 3 pursuant to the Act, as amended including but not limited to maintenance and lighting of local parks, parkways, trailways, streets, roads, storm drainage systems, and open space, including without limitation public easements and rights-of-way. Maintenance Services funded by the City or other special districts shall not be eligible for CFD No. 3 funding.

"Non-Residential Property" means any Assessor's Parcel classified as Developed Property, which is not classified as any, Residential Property, Public Property and Property Owner Association Property.

"Property Owner Association Property" means for each Fiscal Year any property within the boundaries of CFD No. 3 A1 that was owned by or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub-association, as of June 1.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

"Public Property" means any property that is owned by, dedicated or irrevocably dedicated to a city, the federal government, the State of California, the County, or any other public agency (each, a "Public Entity"); provided, however, that any such property is leased by such a Public Entity to a private entity and is thereby subject to taxation pursuant to Section 53340.1 of the Act, such leasehold estate shall be classified and taxed according to the use thereof.

"Residential Lot" means an individual Assessor's Parcel located within Final Mapped Property that is intended for the development of one or more Residential Units.

"Residential Property" means all Assessor's Parcels of Developed Property within CFD No. 3 A1 for which a Building Permit has been issued for purposes of constructing one or more Residential Unit(s).

"Residential Unit" means any residence in which a person or persons may live, which is not considered to be used for non-residential purposes.

"Single Family Residential Property" means all Assessor's Parcels of Residential Property not classified as Multi-Family Residential Property.

"Special Tax" means the special tax authorized to be levied within CFD No. 3 A1 pursuant to the Act, to fund the Special Tax Requirement.

"Special Tax Requirement" means the amount, as determined by the CFD Administrator, for any Fiscal Year to: (i) pay the costs of providing the Maintenance Services during such Fiscal Year, (ii) pay Administrative Expenses associated with the Special Tax, (iii) establish or replenish any operational reserve fund established for Maintenance Services, (iv) pay incidental expenses related to the Maintenance Services as authorized pursuant to the Act, (v) fund an amount equal to a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied ("Estimated Special Tax Delinquency Amount") and (vi) fund the shortfall, if any, in the Special Tax revenues collected in the preceding Fiscal Year necessary to fund the Special Tax Requirement for such Fiscal Year where such shortfall resulted from delinquencies in the payment of the Special Tax in such

Fiscal Year that exceeded the Estimated Special Tax Delinquency Amount included in the Special Tax Requirement for such Fiscal Year.

"Taxable Property" means all Assessor's Parcels that are not exempt from the Special Tax pursuant to the Act or Section H.

"Undeveloped Property" means an Assessor's Parcel of Taxable Property which is not classified as Developed Property or Final Mapped Property.

B. CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2025-26, using the definitions above, each Assessor's Parcel within CFD No. 3 A1 shall be classified by the CFD Administrator as Taxable Property or Exempt Property. In addition, each such Fiscal Year, each Assessor's Parcel of Taxable Property shall be further classified by the CFD Administrator as Developed Property, Final Mapped Property or Undeveloped Property. Commencing with Fiscal Year 2025-26 and for each subsequent Fiscal Year, all Taxable Property shall be assigned a Land Use Type and subject to the levy of the Special Tax pursuant to Section C below.

C. SPECIAL TAX RATES

1. Developed Property

Each Fiscal Year commencing in Fiscal Year 2025-26, each Assessor's Parcel of Developed Property shall be subject to the Special Tax, in accordance with the Method of Apportionment presented in Section D below.

The Maximum Special Tax rates for Developed Property for Fiscal Year 2025-26 are shown below in Table 1.

TABLE 1

Land Use Type	Maximum Special Tax
Single-Family Residential Property	$306.86 per Residential Unit
Multi-Family Residential Property	$214.80 per Residential Unit
Commercial Property	$2,294.27 per Acre
Industrial Property	$2,294.27 per Acre

For each subsequent Fiscal Year commencing July 1, 2025, the Maximum Special Tax rates shall be increased from the Maximum Special Tax rate in effect for the prior Fiscal Year by the Annual Escalation Factor.

2. Undeveloped Property and Final Mapped Property

Each Fiscal Year commencing in Fiscal Year 2025-26, each Assessor's Parcel classified as Undeveloped Property or Final Mapped Property shall be subject to the Special Tax, in accordance with the Method of Apportionment presented in Section D below.

The Maximum Special Tax rate for Undeveloped Property and for Final Mapped Property shall be $306.86 per Residential Lot, or if the property does not contain Residential Lots $2,294.27 per Acre.

3. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section F.

For each Fiscal Year, if the use or ownership of an Assessor's Parcel or Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section F, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Section C.

D. METHOD OF APPORTIONMENT OF SPECIAL TAX

Commencing in Fiscal Year 2025-2026 and for each subsequent Fiscal Year, the CFD Administrator shall levy the Special Tax on Taxable Property of CFD No. 3 A1 using the method described below until the total amount of Special Tax levied equals the Special Tax Requirement:

1. First, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property within CFD No. 3 A1 up to 100% of the Maximum Special Tax to satisfy the Special Tax Requirement.
2. Then, if additional revenues are needed, the Special Tax shall then be levied Proportionately on each Assessor's Parcel of Final Mapped Property within CFD No. 3 A1 up to 100% of the Maximum Special Tax to satisfy the Special Tax Requirement.
3. Finally, if additional revenues are needed, the Special Tax shall then be levied Proportionately on each Assessor's Parcel of Undeveloped Property within CFD No. 3 A1 up to 100% of the Maximum Special Tax to satisfy the Special Tax Requirement.

Notwithstanding any provision of this Section D to the contrary, under no circumstances will the Special Tax levied against any Assessor's Parcel of Developed Property that is classified as Residential Property be increased by more than ten percent (10%) per Fiscal Year as a consequence of delinquency or default in the payment of the Special Tax by the owner of any other Assessor's Parcel.

E. PREPAYMENT OF SPECIAL TAX

The Special Tax shall be levied in perpetuity for the purpose of financing ongoing authorized services and therefore may not be prepaid.

F. EXEMPTIONS

The City Council shall classify as Exempt Property: (i) Public Property, (ii) Property Owner Association Property, (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, including but not limited to property designated for open space, trails, pathways, parks or park and recreation related facilities, (iv) property reasonably designated by the City or CFD Administrator as affordable housing subject to income and rent restrictions recorded in a regulatory agreement with the City or other public agency, and (v) property reasonably designated by the City or CFD Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors.

G. APPEALS

Any property owner claiming that the amounts or application of the Special Tax is not correct may file a written notice of appeal with the CFD Administrator not later than twelve months after having paid the first installment of the Special Tax. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the decision of the CFD Administrator requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) to compensate for the overpayment of the Special Tax.

H. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Special Tax may be billed and collected at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 3.

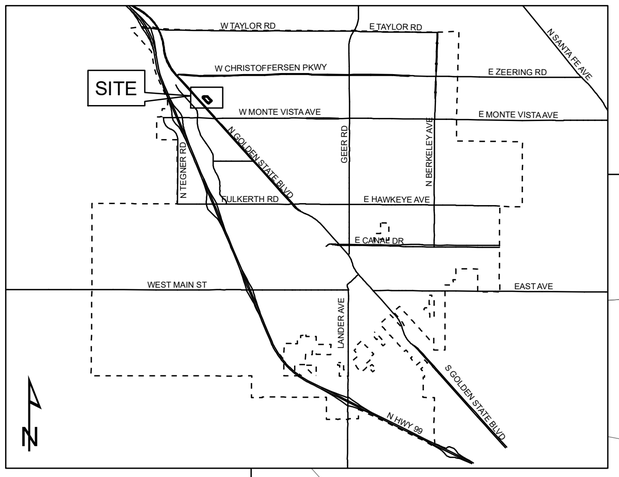
I. DURATION OF TAX

The Special Tax shall be levied in perpetuity to fund the Special Tax Requirement unless such tax is no longer required as determined by the City Council.

ANNEXATION MAP NO. 1 TO
CITY OF TURLOCK COMMUNITY FACILITIES DISTRICT NO. 3
(MAINTENANCE SERVICES)

CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA

WILLDAN



FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20_____.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF ANNEXATION NO. 1, TO COMMUNITY FACILITIES DISTRICT NO. 3 (MAINTENANCE SERVICES), OF THE CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF TURLOCK AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20_____. BY ITS RESOLUTION NO._____.

_____
NICHOLE FIEZ
CITY CLERK, CITY OF TURLOCK

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS MAP SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE STANISLAUS COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE STANISLAUS COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

FILED THIS _____ DAY OF _____, 20_____, AT _____ O'CLOCK ____.M., IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____, STANISLAUS COUNTY RECORDS. AT THE REQUEST OF THE CITY OF TURLOCK.

INSTRUMENT NO. _____ FEE _____

DONNA LINDER
STANISLAUS COUNTY RECORDER

BY:_____ , DEPUTY

PRINT NAME: _____

Legend

- Proposed Annexation Boundary
- (1) Map Reference Number
- City Boundary

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	087-032-001
2	087-032-002
3	087-032-003
4	087-032-004
5	087-032-005
6	087-032-006
7	087-032-007
8	087-032-008

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
9	087-032-009
10	087-032-010
11	087-032-011
12	087-032-012
13	087-032-013
14	087-032-014
15	087-032-015
16	087-032-016

SHEET 1 OF 1

City Council Staff Report

January 13, 2026

From:	Christopher Fisher, Municipal Services Director
Prepared by:	Randy Jones, P.E., Sr. Civil Engineer
Agendized by:	Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $330,000 to Fund 301 “Capital Improvement,” account number 301-50-520.51300 “Construction Repairs/Improvements” from unallocated reserves for the construction of City Project No. 19-51B "Columbia Pool Improvements"

Motion: Accepting improvements for City Project 19-51B "Columbia Pool Improvements" and authorizing the City Engineer to file a final Notice of Completion

2. NARRATIVE:

On April 12, 2022, City Council directed staff to proceed with a revised scope of work for City Project No. 19-51B "Columbia Pool Improvements” that, rather than repairing the pool and replacing the pool equipment, included demolition of the entire existing facility and installing all new improvements, including a concession building, a storage building, restrooms, and a pump and chemical room building.

On September 12, 2023, City Council awarded an agreement with Bobo Construction of Elk Grove, CA for construction of City Project No. 19-51B "Columbia Pool Improvements" and approved a change order contingency of $350,000. There were 25 change orders totaling $324,906.89 or 92.83% of the available contingency. The final contract amount, including change orders and final quantity adjustment, is $6,022,421.95.

Construction has been completed per the approved project plans and specifications. The 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.

3. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money was used for this project.

The total project costs are presented below.

Description:	Cost:
Preliminary Engineering and Demolition of Existing Facility Staff, Consultants, and Contractor	$627,144.12
Bobo Construction	$6,022,421.95

Construction Engineering Staff	$350,000.00
Engineering Services During Construction and Construction Staking Westwood	$134,895.15
Materials Testing BSK Associates	$54,822.75
Purchase of Public Restroom Company Buildings	$1,678,717.00
Purchase of Romtec Building	$108,239.70
Purchase of Chemical Storage Buildings	$36,655.60
Building Permits City of Turlock	$19,941.23
Structural Design Blair, Church, and Flynn	$2,500.00
Pacific Gas and Electric Service Design and Construction	$71,507.84
Turlock Irrigation District Service Design and Construction	$19,586.00
Turlock Irrigation District Grant Funds	($197,264.00)
Miscellaneous Project Costs	$4,118.69
Total Project Cost	$8,933,286.03

Previous Fiscal Year Expenses	$8,604,029.79
FY 25/26 Estimated Expenses	$329,256.24
Estimated Expenses Rounded Up (appropriation request)	$330,000

The designated project account for this project is Fund 301 “Capital Improvement,” account number 301-50-520.51300 “Construction Repairs/Improvements.” Staff is requesting an appropriation of funds that were not budgeted from previous fiscal year to this fiscal year.

4. ENVIRONMENTAL DETERMINATION:

On September 12, 2023, the City Council determined the award of bid exempt from the provisions of CEQA in accordance with Section 15302 (Replacement or Reconstruction) and Section 15332 (In-Fill Development).

5. ATTACHMENTS:

1. Draft Resolution
2. Final Quantities
3. Notice of Completion

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $330,000 TO FUND 301 "CAPITAL IMPROVEMENT" ACCOUNT NUMBER 301-50-520.51300 “CONSTRUCTION REPAIRS/IMPROVEMENTS” FROM UNALLOCATED RESERVES FOR THE CONSTRUCTION OF CITY PROJECT NO. 19-51B “COLUMBIA POOL IMPROVEMENTS"	**RESOLUTION NO. 2026-**

WHEREAS, City Project No. 19-51B "Columbia Pool Improvements" installed a new public pool facility; and

WHEREAS, this funding was previously appropriated to this account to fund this project; and

WHEREAS, sufficient and suitable funding is available in Fund 301 "Capital Improvement" unallocated reserves; and

WHEREAS, this action is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 15302 of the CEQA Guidelines, as it involves replacement or reconstruction.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock hereby appropriates $330,000 to Fund 301 "Capital Improvement" account number 301-50-520.51300 “Construction Repairs/Improvements” from unallocated reserves for the construction of City Project No. 19-51B "Columbia Pool Improvements".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of January, 2026, 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

FINAL QUANTITIES
Columbia Pool Improvements **Project No. 19-51B**

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 and Demobilization (Max 5%)	LS	$273,000.00	1.00	$273,000.00	1.00	$273,000.00	$0.00
2	General Conditions (Max 3%)	LS	$117,000.00	1.00	$117,000.00	1.00	$117,000.00	$0.00
3	Construction Project Sign	EA	$6,500.00	1.00	$6,500.00	1.00	$6,500.00	$0.00
4	Temporary Erosion and Sediment Control	LS	$65,000.00	1.00	$65,000.00	1.00	$65,000.00	$0.00
5	Temporary Construction Fencing	LF	$20.80	770.00	$16,016.00	770.00	$16,016.00	$0.00
6	Temporary Tree Protection	LS	$10,400.00	1.00	$10,400.00	1.00	$10,400.00	$0.00
7	Tree Removal	LS	$6,500.00	1.00	$6,500.00	1.00	$6,500.00	$0.00
8	Sawcut & Removal of Concrete	SF	$5.72	2,623.24	$15,004.93	1,504.00	$8,602.88	$6,402.05
9	Sawcut & Removal of AC	SF	$1.43	4,287.00	$6,130.41	4,287.00	$6,130.41	$0.00
10	Site Clearing & Grubbing	SF	$0.92	39,527.00	$36,364.84	39,527.00	$36,364.84	$0.00
11	Site Grading (Rough/ Fine)	SF	$2.29	58,866.00	$134,803.14	57,765.00	$132,281.85	$2,521.29
12	4 Unit Pedestal Shower	EA	$6,500.00	2.00	$13,000.00	2.00	$13,000.00	$0.00
13	Tri-Level Pedestal Drinking Fountain w/ Bottle Filler	EA	$9,842.00	2.00	$19,684.00	2.00	$19,684.00	$0.00
14	6' Tall CMU Block Wall with 4' Tall Steel Fence Above	LF	$398.04	162.00	$64,482.48	162.00	$64,482.48	$0.00
15	Updated Gate Hardware (2 Sets EA w/ Self Closing Hinges & Panic Hardware	LS	$3,900.00	1.00	$3,900.00	1.00	$3,900.00	$0.00
16	8' CLR x 10' Tall Wrought Iron Double Swing Gates	EA	$26,000.00	1.00	$26,000.00	1.00	$26,000.00	$0.00
17	6' CLR x 10' Tall Wrought Iron Double Swing Gates	EA	$26,000.00	1.00	$26,000.00	1.00	$26,000.00	$0.00
18	5' CLR x 6' Tall Wrought Iron Swing Gate	EA	$13,000.00	1.00	$13,000.00	1.00	$13,000.00	$0.00
19	10' Tall Wrought Iron Fencing	LF	$162.50	174.00	$28,275.00	174.00	$28,275.00	$0.00
20	City Std Concrete Backed Benches	EA	$1,072.67	3.00	$3,218.01	3.00	$3,218.01	$0.00
21	Concrete Backless Benches	EA	$3,155.11	9.00	$28,395.99	9.00	$28,395.99	$0.00
22	Concrete Picnic Tables	EA	$1,157.00	6.00	$6,942.00	6.00	$6,942.00	$0.00
23	Concrete Accessible Picnic Tables	EA	$1,235.00	2.00	$2,470.00	2.00	$2,470.00	$0.00
24	Concrete Trash Receptacles	EA	$747.50	4.00	$2,990.00	4.00	$2,990.00	$0.00
25	Concrete Recycle Receptacles	EA	$877.50	4.00	$3,510.00	4.00	$3,510.00	$0.00
26	Custom Concrete Pool Entry Sign	EA	$7,748.00	1.00	$7,748.00	1.00	$7,748.00	$0.00
27	Shade Structure (16'x16')	EA	$97,051.50	2.00	$194,103.00	2.00	$194,103.00	$0.00
28	Shade Structure (12'x42')	EA	$97,054.00	1.00	$97,054.00	1.00	$97,054.00	$0.00
29	Shade Structure (20'x30')	EA	$97,052.00	1.00	$97,052.00	1.00	$97,052.00	$0.00
30	Bike Racks	EA	$780.00	10.00	$7,800.00	10.00	$7,800.00	$0.00

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
31	24” High Metal Debris Panels on N&E Fencing and Gates	LF	$71.50	363.00	$25,954.50	363.00	$25,954.50	$0.00
32	Paint Existing Perimeter Pool Fence	LS	$23,400.00	1.00	$23,400.00	1.00	$23,400.00	$0.00
33	20’ Tall Flag Pole w/ 3x5 Flag	EA	$6,500.00	1.00	$6,500.00	1.00	$6,500.00	$0.00
34	City Std Trash Enclosure w/ 4’ Tall Wrought Iron Fence	LS	$43,405.00	1.00	$43,405.00	1.00	$43,405.00	$0.00
35	Pool Mechanical Building Shell Only (Pad Prep & Install)	LS	$169,210.00	1.00	$169,210.00	1.00	$169,210.00	$0.00
36	4” Concrete Flatwork	SF	$15.28	5,816.80	$88,880.70	5,035.00	$76,934.80	$11,945.90
37	4” Concrete Flatwork w/ Non-Slip Coating	SF	$15.50	10,038.00	$155,589.00	10,038.00	$155,589.00	$0.00
38	6” Concrete Flatwork	SF	$15.07	643.00	$9,690.01	643.00	$9,690.01	$0.00
39	12” Wide Concrete Band	LF	$60.92	204.00	$12,427.68	208.00	$12,671.36	($243.68)
40	6” Pad Base Prep for Public Restroom Company Buildings	SF	$18.24	740.00	$13,497.60	740.00	$13,497.60	$0.00
41	3” HMA/ 4” A.B.	SF	$19.15	3,696.00	$70,778.40	3,696.00	$70,778.40	$0.00
42	4” HMA/ 6” A.B.	SF	$64.83	0.00	$0.00	345.00	$22,366.35	($22,366.35)
43	2" Gas Main for Pool Heater	LS	$52,000.00	1.00	$52,000.00	1.00	$52,000.00	$0.00
44	Connect 8" Water Line to Existing 6" Water Main	EA	$32,198.00	1.00	$32,198.00	1.00	$32,198.00	$0.00
45	2” Water Line	LF	$58.16	735.00	$42,747.60	735.00	$42,747.60	$0.00
46	2” Water Meter	EA	$3,123.50	2.00	$6,247.00	2.00	$6,247.00	$0.00
47	2” Water Valve	EA	$1,133.00	5.00	$5,665.00	5.00	$5,665.00	$0.00
48	3” Water Line	LF	$104.22	226.00	$23,553.72	226.00	$23,553.72	$0.00
49	4” Water Meter	EA	$10,150.00	1.00	$10,150.00	1.00	$10,150.00	$0.00
50	6” Water Line	LF	$196.31	45.00	$8,833.95	45.00	$8,833.95	$0.00
51	8” Water Line	LF	$188.50	122.00	$22,997.00	105.00	$19,792.50	$3,204.50
52	8” Water Valve	EA	$2,876.00	1.00	$2,876.00	1.00	$2,876.00	$0.00
53	2” Backflow Prevention Assembly w/ Enclosure	EA	$4,535.50	2.00	$9,071.00	2.00	$9,071.00	$0.00
54	4” Backflow Prevention Assembly w/ Enclosure	EA	$13,761.00	1.00	$13,761.00	1.00	$13,761.00	$0.00
55	Fire Hydrant Assembly	EA	$14,380.00	1.00	$14,380.00	1.00	$14,380.00	$0.00
56	Connect 6” to Existing 6” Sanitary Sewer	EA	$3,617.67	3.00	$10,853.01	3.00	$10,853.01	$0.00
57	6” Sanitary Sewer Line	LF	$97.23	619.00	$60,185.37	619.00	$60,185.37	$0.00
58	Sanitary Sewer Manhole	EA	$12,733.33	1.00	$12,733.33	3.00	$38,199.99	($25,466.66)
59	Sanitary Sewer Clean-out	EA	$36.73	11.00	$404.03	11.00	$404.03	$0.00
60	Sanitary Sewer Inlet	EA	$134.75	4.00	$539.00	4.00	$539.00	$0.00

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
61	6” Storm Drain Line	LF	$95.26	96.00	$9,144.96	96.00	$9,144.96	$0.00
62	Nyoplast Drain Basin	EA	$5,075.00	3.00	$15,225.00	3.00	$15,225.00	$0.00
63	48” French Drain Section	LF	$690.05	155.00	$106,957.75	155.00	$106,957.75	$0.00
64	Storm Drain Inlet	EA	$10,601.00	1.00	$10,601.00	1.00	$10,601.00	$0.00
65	Swimming Pool & Mechanical Equipment	LS	$1,610,002.00	1.00	$1,610,002.00	1.00	$1,610,002.00	$0.00
66	Swimming Pool Deck & Drainage	LS	$440,405.00	1.00	$440,405.00	1.00	$440,405.00	$0.00
67	Swimming Pool Deck Equipment	LS	$105,816.00	1.00	$105,816.00	1.00	$105,816.00	$0.00
68	Swimming Pool Thermal Covers & Reels	LS	$63,700.00	1.00	$63,700.00	1.00	$63,700.00	$0.00
69	Swimming Pool Safety Covers & In-Deck Anchors	LS	$41,470.00	0.00	$0.00	1.00	$41,470.00	($41,470.00)
70	Swimming Pool Surge Chamber & Access Hatch	LS	$73,135.00	1.00	$73,135.00	1.00	$73,135.00	$0.00
71	Swimming Pool Heater	LS	$136,884.00	1.00	$136,884.00	1.00	$136,884.00	$0.00
72	Site Electrical System	LS	$413,223.00	1.00	$413,223.00	1.00	$413,223.00	$0.00
73	Site Security System	LS	$303,499.00	1.00	$303,499.00	1.00	$303,499.00	$0.00
74	Soil Conditioning & Amendments	SF	$1.04	15,454.00	$16,072.16	15,454.00	$16,072.16	$0.00
75	Decomposed Granite Mulch (3" Minimum Depth)	SF	$1.56	0.00	$0.00	3,917.00	$6,110.52	($6,110.52)
76	Sod Turf Renovation	LS	$23,400.00	1.00	$23,400.00	1.00	$23,400.00	$0.00
77	5 Gallon Shrubs	EA	$42.90	82.00	$3,517.80	82.00	$3,517.80	$0.00
78	24” Box Trees	EA	$754.00	13.00	$9,802.00	13.00	$9,802.00	$0.00
79	Tree Root Barriers	LF	$11.70	112.00	$1,310.40	112.00	$1,310.40	$0.00
80	Irrigation System – Tree Root Watering	EA	$325.00	26.00	$8,450.00	26.00	$8,450.00	$0.00
81	Irrigation System – Low Flow Bubblers	SF	$2.60	3,917.00	$10,184.20	3,917.00	$10,184.20	$0.00
82	Irrigation System – Turf Rotary Spray	SF	$2.47	11,537.00	$28,496.39	11,537.00	$28,496.39	$0.00
83	Irrigation Controller & Weather Sensor	LS	$4,550.00	0.00	$0.00	1.00	$4,550.00	($4,550.00)
84	Irrigation Flow Sensor & Master Valve	LS	$1,742.00	0.00	$0.00	1.00	$1,742.00	($1,742.00)
85	Landscape Maintenance Establishment Period (60 Day)	LS	$3,900.00	1.00	$3,900.00	1.00	$3,900.00	$0.00
86	6" Vertical Curb	LF	$130.43	83.00	$10,825.69	47.00	$6,130.21	$4,695.48
87	Alley Approach	EA	$12,092.00	1.00	$12,092.00	1.00	$12,092.00	$0.00
	SUB-TOTAL CONTRACT ITEMS =				**$5,697,515.06**		**$5,770,695.04**	**($73,179.98)**

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
C.O. #	CHANGE ORDERS							
88 - CO #1.1	Drinking Fountain Manufacturer Change	LS		1	($6,078.47)			($6,078.47)
89 - CO #1.2	Shade Sturcture Increase	LS		1	$6,280.09			$6,280.09
90 - CO #2.1	Pool Wall Soil Stabilization	LS		1	$26,640.82			$26,640.82
91 - CO #3.1	Change 8"x8" Posts to 3"x3"	LS		1	($15,900.00)			($15,900.00)
92 - CO #3.2	ASI No. 4 - Additional Two Eggress Gates	LS		1	$33,936.00			$33,936.00
93 - CO #3.3	Remove and Replace Fencing for Crane	LS		1	$4,135.95			$4,135.95
94 - CO #4.1	Swimming Pool Circulation Pump Change	LS		1	$9,913.55			$9,913.55
95 - CO #5.1	CMU Wall Footing Change	LS		1	$2,237.66			$2,237.66
96 - CO #6.1	Romtec Masonry Plan Change	LS		1	$13,404.72			$13,404.72
97 - CO #7.1	Water Main Tie In	LS		1	$3,083.47			$3,083.47
98 - CO #8.1	Footing Changes at Existing Fence Foundation	LS		1	$1,590.75			$1,590.75
99 - CO #9.1	Trench Plates for Shallow Sewer	LS		1	$2,205.27			$2,205.27
100 - CO #10.1	Additional Concrete Removal and Install	LS		1	$4,752.21			$4,752.21
101 - CO #11.1	Concrete Slurry Backfill	LS		1	$8,698.50			$8,698.50
102 - CO #12.1	Pool Return Line Adjustment	LS		1	$1,338.35			$1,338.35
103 - CO #13.1	Gas Line Change	LS		1	($15,948.30)			($15,948.30)
104 - CO #14.1	Add Mow Strip to Southern CMU Wall	LS		1	$9,844.91			$9,844.91
105 - CO #15.1	Transport Masonry Block	LS		1	$509.04			$509.04
106 - CO #16.1	Sewer Line Changes	LS		1	$7,140.55			$7,140.55
107 - CO #17.1	Additional Electrical Work at Concessions Building	LS		1	$4,368.75			$4,368.75
108 - CO #18.1	Painting Romtec Building	LS		1	$18,106.98			$18,106.98
109 - CO #19.1	ASI No. 4 Utility Changes	LS		1	($5,606.14)			($5,606.14)
110 - CO #19..2	ASI No. 4 Additional Demo	LS		1	$5,163.57			$5,163.57
111 - CO #19.3	Romtec Floor Drains	LS		1	$28,278.23			$28,278.23
112 - CO #20.1	Mechanical Building Ceiling	LS		1	$5,016.17			$5,016.17
113 - CO #20.2	Remove and Replace Gate with Fence Panel	LS		1	$2,407.34			$2,407.34
114 - CO #20.3	Transport Romtec Materials	LS		1	$830.22			$830.22

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
115 - CO #21.1	Landscape and Irrigation Adjustments	LS		1	$58,056.06			$58,056.06
116 - CO #21.2	Add GFCI Protection for Circulation Pump	LS		1	$6,361.94			$6,361.94
117 - CO #21.3	Additional Fencing and Gates	LS		1	$17,710.35			$17,710.35
118 - CO #21.4	Shade Structure Lighting Change	LS		1	$2,742.20			$2,742.20
120- CO #22.1	PRC Utility Connections	LS		1	$10,388.15			$10,388.15
121- CO #22.2	Two Inch Gas Line Installation	LS		1	$8,605.96			$8,605.96
122- CO #22.3	Install Sump Pump in Pump Pit	LS		1	$4,208.92			$4,208.92
123- CO #22.4	Install Vent Cover in Mechanical Building	LS		1	$132.56			$132.56
124- CO #22.5	Fence Panel and Trash Cans Transport	LS		1	$1,829.41			$1,829.41
125- CO #22.6	Electrical Panel Changes	LS		1	$3,806.73			$3,806.73
126- CO #22.7	Alley Grindings	LS		1	$17,455.78			$17,455.78
127 - CO #23.1	Flagpole Lighting	LS		1	$9,134.03			$9,134.03
128 - CO #23.2	Paint Trash Enclosure	LS		1	$4,674.68			$4,674.68
129 - CO #23.3	Regrading Concessions Subgrade	LS		1	$3,245.43			$3,245.43
130 - CO #23.4	Additional Curb Removal	LS		1	$1,162.31			$1,162.31
131 - CO #23.5	Painting of Romtec Interior (Credit)	LS		1	($10,153.23)			($10,153.23)
132 - CO #23.6	Core Drill and Downspout Drain	LS		1	$1,176.95			$1,176.95
133 - CO #23.7	Reinforce Mullions at Gates	LS		1	$3,393.60			$3,393.60
134 - CO #23.8	Landscape Adjustment near Utilities	LS		1	$233.31			$233.31
135 - CO# 24.1	Power for Irrigation Controller	LS		1	$1,725.20			$1,725.20
136 - CO #24.2	Additional Sod	LS		1	$10,541.37			$10,541.37
137 - CO #24.3	Additional Lights in Mechanical Room	LS		1	$1,175.07			$1,175.07
138 - CO#24.4	Relocate Sump Pump	LS		1	$5,962.64			$5,962.64
139 - CO#24.5	Uplight for Entrance Sign	LS		1	$3,076.22			$3,076.22
140 - CO#24.6	Credit for 6' Swing Gate	LS		1	($1,272.60)			($1,272.60)
141 - CO#25.1	Added Concrete Curbing in Alley	LS		1	$1,327.78			$1,327.78
142 - CO#25.2	Gas Line Regulator Removal	LS		1	$1,855.88			$1,855.88
	SUB-TOTAL CHANGE ORDER ITEMS =	LS		1	**$324,906.89**			**$324,906.89**
	TOTAL PROJECT =				**$6,022,421.95**		**$5,770,695.04**	**$251,726.91**

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. 19-51
Columbia Pool Improvements

Notice is hereby given that work on the above-referenced project located along Columbia Ave. in Turlock, California, was completed by the undersigned agency on January 13, 2026. The contractor of work is Bobo Construction of Elk Grove, California, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

_____
(Signature- William D. Morris, P.E., 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.
CITY ENGINEER
OWNER'S AGENT

Executed on January 14, 2026 at Turlock, California, Stanislaus County

City Council Staff Report

January 13, 2026

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

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an Agreement with Dynamic Pavement, Inc. of Modesto, California in the amount of $25,472.00 and authorizing a construction contingency amount of $4,000.00 (15.7%) for the construction of City Project No. 25-017 "Speed Lumps at Berkeley Roundabouts" to be funded by Fund 218 "Measure L".

Resolution: Determining the award of bid for construction of City Project No. 25-017 "Speed Lumps at Berkeley Roundabouts" is exempt from the provisions of CEQA in accordance with section 15301 of the CEQA Guidelines

2. NARRATIVE:

The purpose of City Project No. 25-017, “Speed Lumps at Berkeley Roundabouts,” is to install speed lumps at two roundabout locations along N. Berkeley Avenue to reduce traffic speeds while maintaining emergency vehicle access. Residents have reported frequent speeding in the area, and accidents have occurred at the roundabouts.

This project aims to slow drivers before they enter the roundabout to improve safety. The scope of work includes asphalt concrete paving, installation of thermoplastic pavement markings, and placement of new sign posts with accompanying signage.

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

- Installation of speed lumps at two locations on North Berkeley Avenue
- Installation of accompanying signs and posts
- Installation of striping markings on speed lumps

City staff solicited bids from five (5) contractors on October 17th, 2025 through direct emails in accordance with the City's informal bid procedure for public works projects under $75,000 (See Turlock Municipal Code Section 2-9-03). On November 7th, 2025, three (3) bids were received for City Project No. 25-017 "Speed Lumps at Berkeley Roundabouts". Dynamic Pavement, Inc. of Modesto, California, was the lowest responsible bidder with a base bid amount of $25,472.00.

Bidder's Summary:

BIDDER	BID AMOUNT
DYNAMIC PAVEMENT	$25,472.00
HENSLEY PAVING	$55,407.00

UNITED PAVEMENT MAINTENANCE	$62,118.00

Staff reviewed the bids for bidder responsiveness and responsibility and recommends approval of an Agreement with Dynamic Pavement Inc., of Modesto, California as the lowest responsive, responsible bidder with a bid amount of $25,472.00.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The total estimated project costs are displayed below:

Construction Contractor Bid Cost	$25,472.00
Construction Contingency	$4,000.00
Preliminary Engineering	$4,000.00
Construction Engineering	$10,000.00
Materials Testing Services	$5,000.00
Estimated Total Project Costs	**$48,472.00**

All project costs are anticipated to be expensed in Fiscal Year 2025-26. The designated project account number for this project is Fund 218 "Measure L" account number 218-40-462.51270.

4. ENVIRONMENTAL DETERMINATION:

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

5. ATTACHMENTS:

1. Draft Resolution
2. Bidder's Summary
3. Agreement with Dynamic Pavement, Inc. for construction of City Project 25-017 "Speed Lumps at Berkeley Roundabouts"

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE AWARD OF BID FOR CONSTRUCTION OF CITY PROJECT NO. 25-017 "SPEED LUMPS AT BERKELEY ROUNDABOUTS" IS EXEMPT FROM THE PROVISIONS OF CEQA IN ACCORDANCE WITH SECTION 15301 OF THE CEQA GUIDELINES	}	**RESOLUTION NO. 2025-**

WHEREAS, City Project No. 25-017 "Speed Lumps at Berkeley Roundabouts" consists of installation of speed lumps at two locations on North Berkeley Avenue, accompanying signs and posts, striping marks on speed lumps, and;

WHEREAS, on November 7th, 2025, three (3) bids were received for City Project No. 25-017 "Speed Lumps at Berkeley Roundabouts" with Dynamic Pavement, Inc. of Modesto, California, submitting the lowest responsive bid in the amount of $25,472.00; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the award of bid for construction of City Project No. 25-017 "Speed Lumps at Berkeley Roundabouts" 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 13th day of January, 2026, 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: Speed Lumps at Berkeley Roundabouts
PROJECT NUMBER: 25-017
BID OPENING: November 7, 2025
5:00 PM
ANTICIPATED COUNCIL AWARD DATE: January 13, 2026

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				ENGINEER'S EST.		Dynamic Pavement		Hensley Paving		UPM	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	$ 7,500.00	$ 7,500.00	$ 1,815.00	$ 1,815.00	$ 3,875.00	$ 3,875.00	$ 8,450.00	$ 8,450.00
2	Traffic Control	LS	1	$ 7,500.00	$ 7,500.00	$ 5,325.00	$ 5,325.00	$ 5,075.00	$ 5,075.00	$ 4,825.00	$ 4,825.00
3	Speed Lumps Location	EA	2	$ 5,000.00	$ 10,000.00	$ 6,655.00	$ 13,310.00	$ 9,005.00	$ 18,010.00	$ 10,500.00	$ 21,000.00
4	W17-1 Sign and Post	EA	4	$ 500.00	$ 2,000.00	$ 423.00	$ 1,692.00	$ 413.00	$ 1,652.00	$ 797.50	$ 3,190.00
5	Hot Mix Asphalt - Grind and Overlay	TON	10	$ 1,000.00	$ 10,000.00	$ 91.00	$ 910.00	$ 2,315.00	$ 23,150.00	$ 1,970.20	$ 19,702.00
6	Striping and Markings	LS	1	$ 2,500.00	$ 2,500.00	$ 1,210.00	$ 1,210.00	$ 1,770.00	$ 1,770.00	$ 4,950.00	$ 4,950.00
7	All Other Work Not Included in Bid Items	LS	1	$ 1,000.00	$ 1,000.00	$1,210.00	$ 1,210.00	$1,875.00	$ 1,875.00	$1.00	$ 1.00
		Base Bid Total =		**$**	**40,500.00**	**$**	**25,472.00**	**$**	**55,407.00**	**$**	**62,118.00**

AGREEMENT

FOR PUBLIC IMPROVEMENT

City Project No. 25-017

Speed Lumps at Berkeley Roundabouts

THIS PUBLIC IMPROVEMENT AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and Dynamic Pavement, Inc., a California ("Contractor"), on this 13th day of January 2026 (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 Speed Lumps at Berkeley Roundabouts (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 January 13, 2026, 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 Speed Lumps at Berkeley Roundabouts;
iv. Plans and detailed drawings prepared for this Project and approved by City ("Project Plans");
v. All bonds and insurance required in any of the Contract Documents;
vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
vii. The current edition of the City of Turlock Standard Specifications and Drawings.

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

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

3. Scope of Work.

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

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

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

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "**Special Provisions for Speed Lumps at Berkeley Roundabouts"** 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.

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

4. Contract Price. City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed Twenty-Five Thousand Four Hundred Seventy-Two **Dollars ($25,472.00)** (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

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

5. Time for Performance. The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially completed on or before the expiration of **Fifteen (15)** working days (the "Substantial Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued. All work on this project, including all punch list items, shall be completed on or before the expiration of **Twenty (20)** working days (the "Final Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

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

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

i. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or

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

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

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

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

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

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event

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

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

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

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

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

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

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

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

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

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

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Substantial Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Three Hundred Sixty** and no/100ths Dollars **($360.00)** for each calendar day beyond the Substantial Completion Due Date. Upon Substantial Completion of the work, and in the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Final Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **One Hundred Fifty** and no/100ths Dollars **($150.00)** for each calendar day beyond the Final Completion Due Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Substantial and Final Completion Due Dates. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Substantial and Final Completion Due Dates shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

6. Termination.

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

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

7. Liability for Breach: Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect

or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Public Works and Payment of Prevailing Wage:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Indemnification:

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

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

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

(a) *Commercial General Liability Insurance*. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) general aggregate, and One Million Dollars ($1,000,000.00) products and completed operations for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled. The policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. The coverage shall be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations for construction services). The City shall be named as a certificate holder on the Certificate of Insurance.

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

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

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

(b) *Workers' Compensation Insurance*. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) by disease-policy limit, and One Million Dollars ($1,000,000.00) by disease-each employee. Contractor shall submit to City, along with the Certificate of Insurance a Waiver of Subrogation endorsement in favor of the City, its offices, agents, employees, and volunteers.

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

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

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

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

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

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

(i) *Acceptability of Insurers*. Insurance is to be placed with insurers admitted in California 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 ensure all subcontractors furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Ownership of Work Product: Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications,

drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails, or any original works of authorship created by contractor or its subcontractors or subcontractors in connection with Services performed under the Contract ("Work Product") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event that it is ever determined that any Work Product created by Contractor or its subcontractors or subcontractors under the Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such Work Product to City. With the prior written approval of the City Engineer, Contractor may retain and use copies of such Work Product for reference and as documentation of its experience and capabilities.

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

All Work Product of Contractor under the Contract, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specific in Exhibit A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to City:	**City of Turlock** **Attn: City Engineer** **156 S. Broadway, Suite 150** **Turlock, CA 95380-5461**
With courtesy copies to:	**City of Turlock, City Attorney's Office** **Attn: George A. Petrulakis, City Attorney** **156 S. Broadway, Suite 230** **Turlock, CA 95380-5456**
If to Contractor:	Dynamic Pavement, Inc., Attn: Scott Yerzy 816 Cobblestone Circle Modesto Ca 95355
If to Contractor's Sureties:	_____ _____ _____ _____

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

Oscar Molina, E.I.T.
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5461

Telephone: (209) 668-5366
E-mail: omolina@turlock.ca.us

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

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

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

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

31. Confidentiality: Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

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

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

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

35. Authority: All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities,

person, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into the Contract have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

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

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

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

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

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

41. Attorney's Fees and Costs: Except as expressly provided for in Section 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

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

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

[*Signatures on Following Page*]

IN WITNESS WHEREOF, two identical counterparts of this agreement, consisting of a total of 32 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

DYNAMIC PAVEMENT, 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: _____
William D. Morris, RCE, PLS, City Engineer

By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

EXHIBIT A
CONTRACTOR'S PROPOSAL FOR SERVICES

BIDDER'S FORM

PROJECT TITLE: Speed Lumps at Berkeley Roundabouts

PROJECT NUMBER: 25-017

OPENING DATE: November 7, 2025

OPENING TIME: 5:00 PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1	$1,815.00	$1,815.00
2	Traffic Control	LS	1	$5,325.00	$5,325.00
3	Speed Lumps Location	EA	2	$6,655.00	$13,310.00
4	W17-1 Sign and Post	EA	4	$423.00	$1,692.00
5	Hot Mix Asphalt - Grind and Overlay	TON	10	$91.00	$910.00
6	Striping and Markings	LS	1	$1,210.00	$1,210.00
7	All Other Work Not Included in Bid Items	LS	1	$1,210.00	$1,210.00
Subtotal					$25,472.00

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

ADDENDA

No. 1	Date 10/30/2025	Signed Scott Young
No.	Date	Signed
No.	Date	Signed
No.	Date	Signed
No.	Date	Signed

TOTAL BID WRITTEN IN FIGURES: $, 25,472.00

TOTAL BID WRITTEN IN WORDS: Twenty-Five Thousand Four Hundred Seventy-Two Dollars

CONTRACTOR: Dynamic Pavement Inc

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

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 **Dynamic Pavement, Inc.**, hereinafter designated as the "Principal," a contract for **Project No.25-017**, **"Speed Lumps at Berkeley Roundabouts";** 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)

<u>NOTE TO SURETY COMPANY</u>: 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 **Dynamic Pavement, Inc.**, hereinafter designated as the "Principal", a contract for **Project No.25-017, "Speed Lumps at Berkeley Roundabouts"**; 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

January 13, 2026

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

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an Agreement with Hensley's Paving and General Engineering, Inc of Hickman, California in the amount of $801,615.45 and authorizing a construction contingency amount of $80,000.00 (10.0%) for the construction of City Project No. 21-003 "Fulkerth Road Widening" to be funded by Fund 305 “Capital Facility Fees”

Resolution: Determining the award of bid for construction of City Project No. 21-003 "Fulkerth Road Widening" is exempt from the provisions of CEQA in accordance with section 15301 of the CEQA guidelines

2. NARRATIVE:

The purpose of City Project No. 21-003, “Fulkerth Road Widening", is to improve traffic operations, enhance safety, and provide upgraded pedestrian facilities along Fulkerth Road in the approximate area between Auto Mall Dr. and N. Tegner Rd. The project widens the north side of the road, replaces curb, gutter, and sidewalk, updates traffic signals and lighting, and adds drainage improvements to support the wider roadway. These upgrades reduce congestion, improve access, and bring the corridor in line with the City’s Master Plan for future growth and development.

This improvement by City is due to a developer agreement made between the City of Turlock and the property owner for improvements in exchange for transfer of right of way.

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

- Earthwork and Grading
- Construction of curb, gutter, and sidewalk
- Relocation of traffic signal poles
- Pedestrian signal improvements
- Paving and striping

City staff advertised this project on October 22, 2025 through the City's website for construction projects and the Turlock Journal. On November 20, 2025, eight (8) bids were received for City Project No. 21-003 "Fulkerth Road Widening." Hensley's Paving and General Engineering, Inc. of Hickman, California, was the lowest responsible bidder with a base bid amount of $801,615.45.

Bidder's Summary:

BIDDER	BID AMOUNT

Hensley's Paving and General Engineering	$801,615.45
Knife River Construction	$932,625.00
Machado and Sons Construction	$940,416.70
Dirt Dynasty	$998,744.00
George Reed	$1,014,667.00
United Pavement Maintenance	$1,047,847.30
Sinclair General Engineering	$1,072,166.64
Pacific Coast Construction	$1,139,425.31

Staff reviewed the bids for bidder responsiveness and responsibility and recommends approval of an Agreement with Hensley's Paving and General Engineering, Inc., of Hickman, California as the lowest responsive, responsible bidder with a bid amount of $801,615.45.

3. FISCAL IMPACT / BUDGET AMENDMENT:
No General Fund money will be used for this project.

The total estimated project costs are displayed below:

Construction Contractor Bid Cost	$801,615.45
Construction Contingency	$80,000.00
Preliminary Engineering	$30,980.41
Consultant Fees	$126,585.00
Construction Engineering	$40,000.00
Materials Testing Services	$40,000.00
Surveying	$30,000.00
Estimated Total Project Costs	**$1,149,180.86**

A breakdown of estimated project costs by fiscal year is displayed below:

Project expenses prior to Fiscal Year 2025-26	$135,585.64
Project expenses in Fiscal Year 2025-26	$1,013,595.22
Estimated Total Project Costs	**$1,149,180.86**

The designated project account numbers for this project are Fund 305 “Capital Facility Fees”

account numbers 305-40-440.51270 " Construction Project". Sufficient funds remain in the account to fully support construction through project completion.

4. ENVIRONMENTAL DETERMINATION:

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

5. ATTACHMENTS:

1. Draft Resolution
2. Bidder's Summary
3. Agreement with Hensley Paving and General Engineering, Inc. for City Project 21-003

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE AWARD OF BID FOR CONSTRUCTION OF CITY PROJECT NO. 21-003 "FULKERTH ROAD WIDENING" IS EXEMPT FROM THE PROVISIONS OF CEQA IN ACCORDANCE WITH SECTION 15301 OF THE CEQA GUIDELINES	**RESOLUTION NO. 2026-**

WHEREAS, City Project No. 21-003 "Fulkerth Road Widening" consists of improvements within the existing public right-of-way, including widening along the north side of Fulkerth Road, reconstruction of curb, gutter, and sidewalk, installation of drainage infrastructure, and upgrades to existing traffic signal and lighting systems; and

WHEREAS, on November 20, 2025, eight (8) bids were received for City Project No. 21-003 "Fulkerth Road Widening" with Hensley's Paving and General Engineering Inc. of Hickman, California, submitting the lowest responsive bid in the amount of $801,615.45 and

WHEREAS, under CEQA Guidelines Section 15301 (c) a project is categorically exempt if it involves the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public facilities where such alterations involve negligible or no expansion of use; and

WHEREAS, the project qualifies under the general definition of CEQA Section 15301 because it constitutes a minor alteration of an existing roadway and associated facilities, improves safety and multimodal operations, and results in negligible expansion of the existing use, with all work occurring entirely within an existing developed transportation corridor; and

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. 21-003 "Fulkerth Road Widening" 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 13th day of January, 2026, 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: Fulkerth Road Widening
PROJECT NUMBER: 21-003
BID OPENING: November 20, 2025
1:00PM
ANTICIPATED COUNCIL AWARD DATE: 1/13/2026

				ENGINEER'S EST.		1 Hensley's Paving and General Engineering		2 Knife River Construction	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	$ 50,000.00	$50,000.00	$46,553.40	$46,553.40	$66,500.00	$66,500.00
2	Construction Project Sign	EA	2	$ 2,000.00	$4,000.00	$832.50	$1,665.00	$1,665.00	$3,330.00
3	Construction Area Signs	LS	1	$ 15,000.00	$15,000.00	$12,924.00	$12,924.00	$11,000.00	$11,000.00
4	Erosion Control	LS	1	$ 30,000.00	$30,000.00	$3,312.00	$3,312.00	$48,850.00	$48,850.00
5	Temporary Traffic Control	LS	1	$ 40,000.00	$40,000.00	$11,240.40	$11,240.40	$114,000.00	$114,000.00
6	Pothole Existing Utilties	LS	1	$ 15,000.00	$15,000.00	$3,996.00	$3,996.00	$8,500.00	$8,500.00
7	Remove Existing Improvements	LS	1	$ 40,000.00	$40,000.00	$8,769.00	$8,769.00	$9,500.00	$9,500.00
8	Earthwork and Grading	LS	1	$ 50,000.00	$50,000.00	$58,546.50	$58,546.50	$93,000.00	$93,000.00
9	Remove Asphalt	SF	1,353	$ 5.00	$6,765.00	$2.22	$3,003.66	$15.00	$20,295.00
10	Remove White Stripe	LF	877	$ 4.00	$3,508.00	$2.22	$1,946.94	$2.00	$1,754.00
11	Remove Sign	EA	2	$ 200.00	$400.00	$111.00	$222.00	$450.00	$900.00
12	Remove 1A Traffic Signal Pole and Signal Heads	EA	1	$ 2,000.00	$2,000.00	$13,275.60	$13,275.60	$3,885.00	$3,885.00
13	Remove Electrolier and Base	EA	1	$ 2,000.00	$2,000.00	$7,907.64	$7,907.64	$3,885.00	$3,885.00
14	Minor Concrete (Curb and Gutter - C-1)	LF	731	$ 40.00	$29,240.00	$51.99	$38,004.69	$25.00	$18,275.00
15	Minor Concrete (Sidewalk and Flatwork - C-3)	SF	5,763	$ 15.00	$86,445.00	$9.16	$52,789.08	$5.50	$31,696.50
16	Pedestrian Access Ramp (Added Labor and Detectable Warning)	EA	1	$ 600.00	$600.00	$3,202.13	$3,202.13	$5,400.00	$5,400.00
17	HMA Paving Patch	TON	55	$ 120.00	$6,600.00	$472.44	$25,984.20	$367.00	$20,185.00
18	HMA AC Paving	TON	877	$ 130.00	$114,010.00	$114.69	$100,583.13	$104.50	$91,646.50
19	Crack Treatment	SF	54,660	$ 0.25	$13,665.00	$0.17	$9,292.20	$0.30	$16,398.00
20	Slurry Seal (includes surface preparation)	SF	54,660	$ 1.00	$54,660.00	$0.64	$34,982.40	$0.70	$38,262.00
21	Aggregate Base	CY	766	$ 70.00	$53,620.00	$80.73	$61,839.18	$89.00	$68,174.00
22	Headerboard	LF	11	$ 20.00	$220.00	$24.00	$264.00	$164.00	$1,804.00
23	Street Barricade	LF	11	$ 100.00	$1,100.00	$55.50	$610.50	$100.00	$1,100.00
24	Fire Hydrant Assemblies	EA	3	$ 7,500.00	$22,500.00	$23,572.05	$70,716.15	$19,250.00	$57,750.00
25	18" Storm Drain Pipe	LF	78	$ 75.00	$5,850.00	$257.26	$20,066.28	$243.00	$18,954.00
26	Catch Basin No 3 (SD-3)	EA	2	$ 5,000.00	$10,000.00	$7,467.83	$14,935.66	$5,650.00	$11,300.00

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Fulkerth Road Widening
PROJECT NUMBER: 21-003
BID OPENING: November 20, 2025 1:00PM
ANTICIPATED COUNCIL AWARD DATE: 1/13/2026

						1		2	
27	Electrolier	EA	2	$ 8,000.00	$16,000.00	$43,867.20	$87,734.40	$25,530.00	$51,060.00
28	15' Mast Arm and Luminaire	LS	1	$ 10,000.00	$10,000.00	$16,738.80	$16,738.80	$4,884.00	$4,884.00
29	SP-1-T Mounting with Countdown Pedestrian Signal	EA	2	$ 7,000.00	$14,000.00	$4,040.40	$8,080.80	$1,275.00	$2,550.00
30	Reinstall 1A Traffic Signal Pole and Signal Heads	EA	1	$ 150,000.00	$150,000.00	$12,987.00	$12,987.00	$19,425.00	$19,425.00
31	Accessible Pedestrian System (APS) Button	EA	2	$ 3,000.00	$6,000.00	$4,329.00	$8,658.00	$1,443.00	$2,886.00
32	Type D Vehicle Loop Detector - 6J3U	EA	1	$ 10,000.00	$10,000.00	$3,174.60	$3,174.60	$11,100.00	$11,100.00
33	Bicycle Loop Detector - 6J3L	EA	1	$ 10,000.00	$10,000.00	$2,886.00	$2,886.00	$2,775.00	$2,775.00
34	Adjust Utility Boxes to Grade	EA	4	$ 750.00	$3,000.00	$2,430.90	$9,723.60	$1,950.00	$7,800.00
35	Pavement Striping (Detail 9)	LF	1,282	$ 1.00	$1,282.00	$2.22	$2,846.04	$3.00	$3,846.00
36	Pavement Striping (Detail 21)	LF	866	$ 2.00	$1,732.00	$4.44	$3,845.04	$6.50	$5,629.00
37	Pavement Striping (Detail 27B)	LF	25	$ 1.00	$25.00	$2.22	$55.50	$3.50	$87.50
38	Pavement Striping (Detail 38A)	LF	692	$ 1.00	$692.00	$3.33	$2,304.36	$4.50	$3,114.00
39	Pavement Striping (Detail 39)	LF	1,613	$ 1.00	$1,613.00	$2.22	$3,580.86	$3.50	$5,645.50
40	Pavement Striping (Detail 39A)	LF	1,170	$ 1.00	$1,170.00	$2.22	$2,597.40	$3.50	$4,095.00
41	Pavement Striping (White Crosswalk)	SF	926	$ 6.00	$5,556.00	$5.55	$5,139.30	$13.50	$12,501.00
42	6" White Thermo Stripe	LF	658	$ 1.00	$658.00	$2.22	$1,460.76	$3.50	$2,303.00
43	Pavement Markings (White Thermo)	SF	396	$ 6.00	$2,376.00	$11.10	$4,395.60	$9.00	$3,564.00
44	Temporary Pavement Striping and Markings	LS	1	$ 5,000.00	$5,000.00	$2,664.00	$2,664.00	$4,800.00	$4,800.00
45	Type BB Marker	EA	3	$ 25.00	$75.00	$5.55	$16.65	$72.00	$216.00
46	Shoring, Sheeting, and Bracing	LS	1	$ 1,050.00	$1,050.00	$3,330.00	$3,330.00	$7,000.00	$7,000.00
47	Additional Items of Work Not Included in Items 1-46	LS	1	$ 2,588.00	$2,588.00	$12,765.00	$12,765.00	$11,000.00	$11,000.00
Total =					**$900,000.00**		**$801,615.45**		**$932,625.00**

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Fulkerth Road Widening
PROJECT NUMBER: 21-003
BID OPENING: November 20, 2025 1:00PM
ANTICIPATED COUNCIL AWARD DATE: 1/13/2026

				3		4		5	
				Machado and Sons Construction		**Dirt Dynasty**		**George Reed**	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	$37,000.00	$37,000.00	$133,800.50	$133,800.50	$95,000.00	$95,000.00
2	Construction Project Sign	EA	2	$1,146.00	$2,292.00	$1,300.00	$2,600.00	$950.00	$1,900.00
3	Construction Area Signs	LS	1	$5,426.00	$5,426.00	$4,000.00	$4,000.00	$4,500.00	$4,500.00
4	Erosion Control	LS	1	$6,300.00	$6,300.00	$12,000.00	$12,000.00	$10,000.00	$10,000.00
5	Temporary Traffic Control	LS	1	$53,300.00	$53,300.00	$90,000.00	$90,000.00	$83,512.40	$83,512.40
6	Pothole Existing Utilties	LS	1	$12,692.00	$12,692.00	$22,000.00	$22,000.00	$17,000.00	$17,000.00
7	Remove Existing Improvements	LS	1	$12,480.00	$12,480.00	$14,300.00	$14,300.00	$18,000.00	$18,000.00
8	Earthwork and Grading	LS	1	$124,945.00	$124,945.00	$72,900.00	$72,900.00	$130,000.00	$130,000.00
9	Remove Asphalt	SF	1,353	$3.00	$4,059.00	$6.00	$8,118.00	$2.00	$2,706.00
10	Remove White Stripe	LF	877	$10.00	$8,770.00	$1.50	$1,315.50	$1.50	$1,315.50
11	Remove Sign	EA	2	$18.00	$36.00	$150.00	$300.00	$15.00	$30.00
12	Remove 1A Traffic Signal Pole and Signal Heads	EA	1	$3,898.00	$3,898.00	$11,500.00	$11,500.00	$3,500.00	$3,500.00
13	Remove Electrolier and Base	EA	1	$3,898.00	$3,898.00	$6,850.00	$6,850.00	$3,500.00	$3,500.00
14	Minor Concrete (Curb and Gutter - C-1)	LF	731	$58.00	$42,398.00	$48.00	$35,088.00	$42.00	$30,702.00
15	Minor Concrete (Sidewalk and Flatwork - C-3)	SF	5,763	$7.00	$40,341.00	$9.00	$51,867.00	$7.50	$43,222.50
16	Pedestrian Access Ramp (Added Labor and Detectable Warning)	EA	1	$1,308.00	$1,308.00	$400.00	$400.00	$8,000.00	$8,000.00
17	HMA Paving Patch	TON	55	$393.00	$21,615.00	$230.00	$12,650.00	$175.00	$9,625.00
18	HMA AC Paving	TON	877	$167.00	$146,459.00	$115.00	$100,855.00	$150.00	$131,550.00
19	Crack Treatment	SF	54,660	$0.30	$16,398.00	$0.25	$13,665.00	$0.23	$12,571.80
20	Slurry Seal (includes surface preparation)	SF	54,660	$1.00	$54,660.00	$0.85	$46,461.00	$0.53	$28,969.80
21	Aggregate Base	CY	766	$91.50	$70,089.00	$85.00	$65,110.00	$125.00	$95,750.00
22	Headerboard	LF	11	$50.00	$550.00	$8.00	$88.00	$8.00	$88.00
23	Street Barricade	LF	11	$145.00	$1,595.00	$90.00	$990.00	$318.00	$3,498.00
24	Fire Hydrant Assemblies	EA	3	$29,118.00	$87,354.00	$32,650.00	$97,950.00	$32,650.00	$97,950.00
25	18" Storm Drain Pipe	LF	78	$356.00	$27,768.00	$373.00	$29,094.00	$373.00	$29,094.00
26	Catch Basin No 3 (SD-3)	EA	2	$9,974.00	$19,948.00	$6,650.00	$13,300.00	$6,650.00	$13,300.00

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Fulkerth Road Widening
PROJECT NUMBER: 21-003
BID OPENING: November 20, 2025 1:00PM
ANTICIPATED COUNCIL AWARD DATE: 1/13/2026

				3		4		5	
27	Electrolier	EA	2	$14,115.00	$28,230.00	$23,000.00	$46,000.00	$23,000.00	$46,000.00
28	15' Mast Arm and Luminaire	LS	1	$4,901.00	$4,901.00	$4,400.00	$4,400.00	$4,400.00	$4,400.00
29	SP-1-T Mounting with Countdown Pedestrian Signal	EA	2	$1,281.00	$2,562.00	$3,500.00	$7,000.00	$1,150.00	$2,300.00
30	Reinstall 1A Traffic Signal Pole and Signal Heads	EA	1	$19,489.00	$19,489.00	$17,500.00	$17,500.00	$17,500.00	$17,500.00
31	Accessible Pedestrian System (APS) Button	EA	2	$1,449.00	$2,898.00	$1,300.00	$2,600.00	$1,300.00	$2,600.00
32	Type D Vehicle Loop Detector - 6J3U	EA	1	$14,035.00	$14,035.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
33	Bicycle Loop Detector - 6J3L	EA	1	$5,569.00	$5,569.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
34	Adjust Utility Boxes to Grade	EA	4	$699.00	$2,796.00	$1,500.00	$6,000.00	$2,510.00	$10,040.00
35	Pavement Striping (Detail 9)	LF	1,282	$1.81	$2,320.42	$2.50	$3,205.00	$2.50	$3,205.00
36	Pavement Striping (Detail 21)	LF	866	$4.82	$4,174.12	$6.00	$5,196.00	$6.00	$5,196.00
37	Pavement Striping (Detail 27B)	LF	25	$3.62	$90.50	$3.00	$75.00	$3.00	$75.00
38	Pavement Striping (Detail 38A)	LF	692	$4.82	$3,335.44	$4.00	$2,768.00	$4.00	$2,768.00
39	Pavement Striping (Detail 39)	LF	1,613	$3.62	$5,839.06	$3.00	$4,839.00	$3.00	$4,839.00
40	Pavement Striping (Detail 39A)	LF	1,170	$3.62	$4,235.40	$3.00	$3,510.00	$3.00	$3,510.00
41	Pavement Striping (White Crosswalk)	SF	926	$13.26	$12,278.76	$12.00	$11,112.00	$12.00	$11,112.00
42	6" White Thermo Stripe	LF	658	$6.00	$3,948.00	$3.00	$1,974.00	$3.00	$1,974.00
43	Pavement Markings (White Thermo)	SF	396	$15.00	$5,940.00	$8.00	$3,168.00	$8.00	$3,168.00
44	Temporary Pavement Striping and Markings	LS	1	$3,015.00	$3,015.00	$4,350.00	$4,350.00	$4,350.00	$4,350.00
45	Type BB Marker	EA	3	$30.00	$90.00	$65.00	$195.00	$65.00	$195.00
46	Shoring, Sheeting, and Bracing	LS	1	$2,407.00	$2,407.00	$650.00	$650.00	$650.00	$650.00
47	Additional Items of Work Not Included in Items 1-46	LS	1	$6,684.00	$6,684.00	$12,000.00	$12,000.00	$500.00	$500.00
Total =					**$940,416.70**		**$998,744.00**		**$1,014,667.00**

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Fulkerth Road Widening
PROJECT NUMBER: 21-003
BID OPENING: November 20, 2025 1:00PM
ANTICIPATED COUNCIL AWARD DATE: 1/13/2026

				6		7		8	
				United Pavement Maintenance		**Sinclair General Engineering**		**Pacific Coast Construction**	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	$90,362.00	$90,362.00	$57,892.73	$57,892.73	$40,000.00	$40,000.00
2	Construction Project Sign	EA	2	$1,500.00	$3,000.00	$1,612.90	$3,225.80	$2,000.00	$4,000.00
3	Construction Area Signs	LS	1	$7,112.00	$7,112.00	$4,838.70	$4,838.70	$5,000.00	$5,000.00
4	Erosion Control	LS	1	$11,391.00	$11,391.00	$19,835.56	$19,835.56	$5,000.00	$5,000.00
5	Temporary Traffic Control	LS	1	$70,900.00	$70,900.00	$79,608.00	$79,608.00	$20,000.00	$20,000.00
6	Pothole Existing Utilties	LS	1	$8,890.00	$8,890.00	$25,713.05	$25,713.05	$5,000.00	$5,000.00
7	Remove Existing Improvements	LS	1	$10,033.00	$10,033.00	$26,163.29	$26,163.29	$10,000.00	$10,000.00
8	Earthwork and Grading	LS	1	$99,000.00	$99,000.00	$99,217.32	$99,217.32	$150,000.00	$150,000.00
9	Remove Asphalt	SF	1,353	$4.00	$5,412.00	$6.73	$9,105.69	$5.00	$6,765.00
10	Remove White Stripe	LF	877	$1.50	$1,315.50	$1.61	$1,411.97	$7.00	$6,139.00
11	Remove Sign	EA	2	$100.00	$200.00	$16.13	$32.26	$500.00	$1,000.00
12	Remove 1A Traffic Signal Pole and Signal Heads	EA	1	$11,960.00	$11,960.00	$12,860.20	$12,860.20	$10,000.00	$10,000.00
13	Remove Electrolier and Base	EA	1	$7,124.00	$7,124.00	$7,660.20	$7,660.20	$4,000.00	$4,000.00
14	Minor Concrete (Curb and Gutter - C-1)	LF	731	$96.60	$70,614.60	$56.27	$41,133.37	$41.04	$30,000.24
15	Minor Concrete (Sidewalk and Flatwork - C-3)	SF	5,763	$17.00	$97,971.00	$8.30	$47,832.90	$9.89	$56,996.07
16	Pedestrian Access Ramp (Added Labor and Detectable Warning)	EA	1	$2,000.00	$2,000.00	$4,198.88	$4,198.88	$3,000.00	$3,000.00
17	HMA Paving Patch	TON	55	$613.00	$33,715.00	$238.01	$13,090.55	$300.00	$16,500.00
18	HMA AC Paving	TON	877	$147.00	$128,919.00	$129.53	$113,597.81	$200.00	$175,400.00
19	Crack Treatment	SF	54,660	$0.16	$8,745.60	$0.91	$49,740.60	$0.15	$8,199.00
20	Slurry Seal (includes surface preparation)	SF	54,660	$0.56	$30,609.60	$0.61	$33,342.60	$0.80	$43,728.00
21	Aggregate Base	CY	766	$115.00	$88,090.00	$125.63	$96,232.58	$275.00	$210,650.00
22	Headerboard	LF	11	$30.00	$330.00	$97.36	$1,070.96	$50.00	$550.00
23	Street Barricade	LF	11	$90.00	$990.00	$96.77	$1,064.47	$120.00	$1,320.00
24	Fire Hydrant Assemblies	EA	3	$16,500.00	$49,500.00	$27,238.34	$81,715.02	$20,000.00	$60,000.00
25	18" Storm Drain Pipe	LF	78	$195.00	$15,210.00	$295.94	$23,083.32	$300.00	$23,400.00
26	Catch Basin No 3 (SD-3)	EA	2	$7,350.00	$14,700.00	$7,844.34	$15,688.68	$5,000.00	$10,000.00

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Fulkerth Road Widening
PROJECT NUMBER: 21-003
BID OPENING: November 20, 2025 1:00PM
ANTICIPATED COUNCIL AWARD DATE: 1/13/2026

				6		7		8	
27	Electrolier	EA	2	$39,520.00	$79,040.00	$42,494.57	$84,989.14	$20,000.00	$40,000.00
28	15' Mast Arm and Luminaire	LS	1	$15,080.00	$15,080.00	$16,215.03	$16,215.03	$20,000.00	$20,000.00
29	SP-1-T Mounting with Countdown Pedestrian Signal	EA	2	$3,640.00	$7,280.00	$3,913.98	$7,827.96	$8,000.00	$16,000.00
30	Reinstall 1A Traffic Signal Pole and Signal Heads	EA	1	$11,700.00	$11,700.00	$12,580.63	$12,580.63	$50,000.00	$50,000.00
31	Accessible Pedestrian System (APS) Button	EA	2	$3,900.00	$7,800.00	$4,193.55	$8,387.10	$18,000.00	$36,000.00
32	Type D Vehicle Loop Detector - 6J3U	EA	1	$2,860.00	$2,860.00	$3,075.26	$3,075.26	$12,000.00	$12,000.00
33	Bicycle Loop Detector - 6J3L	EA	1	$2,600.00	$2,600.00	$2,795.70	$2,795.70	$12,000.00	$12,000.00
34	Adjust Utility Boxes to Grade	EA	4	$2,000.00	$8,000.00	$2,029.96	$8,119.84	$2,000.00	$8,000.00
35	Pavement Striping (Detail 9)	LF	1,282	$2.50	$3,205.00	$2.69	$3,448.58	$1.50	$1,923.00
36	Pavement Striping (Detail 21)	LF	866	$6.00	$5,196.00	$6.45	$5,585.70	$4.00	$3,464.00
37	Pavement Striping (Detail 27B)	LF	25	$3.00	$75.00	$3.23	$80.75	$3.00	$75.00
38	Pavement Striping (Detail 38A)	LF	692	$4.00	$2,768.00	$4.30	$2,975.60	$4.00	$2,768.00
39	Pavement Striping (Detail 39)	LF	1,613	$3.00	$4,839.00	$3.23	$5,209.99	$3.00	$4,839.00
40	Pavement Striping (Detail 39A)	LF	1,170	$3.00	$3,510.00	$3.23	$3,779.10	$3.00	$3,510.00
41	Pavement Striping (White Crosswalk)	SF	926	$12.00	$11,112.00	$12.90	$11,945.40	$11.00	$10,186.00
42	6" White Thermo Stripe	LF	658	$3.00	$1,974.00	$3.23	$2,125.34	$5.00	$3,290.00
43	Pavement Markings (White Thermo)	SF	396	$8.00	$3,168.00	$8.60	$3,405.60	$13.00	$5,148.00
44	Temporary Pavement Striping and Markings	LS	1	$4,350.00	$4,350.00	$7,903.22	$7,903.22	$2,500.00	$2,500.00
45	Type BB Marker	EA	3	$65.00	$195.00	$69.89	$209.67	$25.00	$75.00
46	Shoring, Sheeting, and Bracing	LS	1	$5,000.00	$5,000.00	$2,526.88	$2,526.88	$1,000.00	$1,000.00
47	Additional Items of Work Not Included in Items 1-46	LS	1	$1.00	$1.00	$9,623.64	$9,623.64	$0.00	$0.00
Total =					**$1,047,847.30**		**$1,072,166.64**		**$1,139,425.31**

AGREEMENT

FOR PUBLIC IMPROVEMENT

City Project No. 21-003

Fulkerth Road Widening

THIS PUBLIC IMPROVEMENT AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and Hensley's Paving and General Engineering, Inc., a California corporation ("Contractor"), on this 13th day of January 2026 (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 Fulkerth Road Widening (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 January 13, 2026, 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 Contractors;
ii. Contractor's Bid or Proposal accepted by City;
iii. Special Provisions of the City of Turlock for Fulkerth Road Widening;
iv. Plans and detailed drawings prepared for this Project and approved by City ("Project Plans");
v. All bonds and insurance required in any of the Contract Documents;
vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
vii. The current edition of the City of Turlock Standard Specifications and Drawings.

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

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

3. Scope of Work.

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

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

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

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "**Special Provisions for Fulkerth Road Widening."** 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.

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

4. Contract Price. City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed **Eight Hundred One Thousand Six Hundred Fifteen and 45/100ths Dollars ($801,615.45)** (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

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

5. Time for Performance. The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially completed on or before the expiration of **Fifty-Five (55)** working days (the "Substantial Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued. All work on this project, including all punch list items, shall be completed on or before the expiration of **Seventy (70)** working days (the "Final Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

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

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

i. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or

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

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

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

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

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

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, or explosions; natural

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

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

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

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

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

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

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

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

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

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

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Substantial Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Two Thousand Four Hundred Sixty** and no/100ths Dollars **($2,460.00)** for each calendar day beyond the Substantial Completion Due Date. Upon Substantial Completion of the work, and in the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Final Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Six Hundred Fifteen** and no/100ths Dollars **($615.00)** for each calendar day beyond the Final Completion Due Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Substantial and Final Completion Due Dates. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Substantial and Final Completion Due Dates shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

6. Termination.

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

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

7. Liability for Breach: Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect

or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Public Works and Payment of Prevailing Wage:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Indemnification:

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

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

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

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

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. The coverage shall be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations for construction services). The City shall be named as a certificate holder on the Certificate of Insurance.

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

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

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

(b) *Workers' Compensation Insurance*. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) by disease-policy limit, and One Million Dollars ($1,000,000.00) by disease-each employee. Contractor shall submit to City, along with the Certificate of Insurance a Waiver of Subrogation endorsement in favor of the City, its offices, agents, employees, and volunteers.

(c) *Commercial Automobile Liability Insurance*. Contractor shall maintain commercial automobile liability insurance 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) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Contractor owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

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

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

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

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

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

(i) *Acceptability of Insurers*. Insurance is to be placed with insurers admitted in California 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 ensure all subcontractors furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

All Work Product of Contractor under the Contract, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specific in Exhibit A.

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

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

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

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

21. Independent Contractor: At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required under the Contract. Contractor shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors, representatives, volunteers,

and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between City and Contractor. City shall have the right to control Contractor only insofar as the result of Contractor's Services rendered pursuant to the Contract; however, City shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to City:	**City of Turlock** **Attn: City Engineer** **156 S. Broadway, Suite 150** **Turlock, CA 95380-5461**
With courtesy copies to:	**City of Turlock, City Attorney's Office** **Attn: George A. Petrulakis, City Attorney** **156 S. Broadway, Suite 230** **Turlock, CA 95380-5456**
If to Contractor:	Hensley's Paving and General Engineering, Inc. Attn: Daniel Dooley 13101 Yosemite Blvd. Waterford, CA 95386
If to Contractor's Sureties:	_____ _____ _____ _____

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

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

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

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

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

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

31. Confidentiality: Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

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

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

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

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

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

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

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

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

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

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

41. Attorney's Fees and Costs: Except as expressly provided for in Section 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

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

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

[*Signatures on Following Page*]

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

HENSLEY'S PAVING AND GENERAL ENGINEERING, 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: _____
William D. Morris, RCE, PLS, City Engineer

By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

EXHIBIT A
CONTRACTOR'S PROPOSAL FOR SERVICES

PROPOSAL

Project No. 21-003

Fulkerth Road Widening

City of Turlock, California

DATED: 11/20/2025

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

NAME Hensley's Paving and General Engineering, Inc.

BUSINESS ADDRESS: Physical: 13101 Yosemite Blvd., Waterford, CA 95386
Mailing: P.O. Box 449, Hickman, CA 95323

PLACE OF RESIDENCE: Hickman, CA 95323

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.

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:

PROJECT TITLE: Fulkerth Road Widening

PROJECT NUMBER: 21-003

OPENING DATE: November 20, 2025

OPENING TIME: 1:00PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1	$46,553.40	$46,553.40
2	Construction Project Sign	EA	2	$832.50	$1,665.00
3	Construction Area Signs	LS	1	$12,924.00	$12,924.00
4	Erosion Control	LS	1	$3,312.00	$3,312.00
5	Temporary Traffic Control	LS	1	$11,240.40	$11,240.40
6	Pothole Existing Utilties	LS	1	$3,996.00	$3,996.00
7	Remove Existing Improvements	LS	1	$8,769.00	$8,769.00
8	Earthwork and Grading	LS	1	$58,546.50	$58,546.50
9	Remove Asphalt	SF	1,353	$2.22	$3,003.66
10	Remove White Stripe	LF	877	$2.22	$1,946.94
11	Remove Sign	EA	2	$111.00	$222.00
12	Remove 1A Traffic Signal Pole and Signal Heads	EA	1	$13,275.60	$13,275.60
13	Remove Electrolier and Base	EA	1	$7,907.64	$7,907.64
14	Minor Concrete (Curb and Gutter - C-1)	LF	731	$51.99	$38,004.69
15	Minor Concrete (Sidewalk and Flatwork - C-3)	SF	5,763	$9.16	$52,789.08
16	Pedestrian Access Ramp (Added Labor and Detectable Warning)	EA	1	$3,202.13	$3,202.13
17	HMA Paving Patch	TON	55	$472.44	$25,984.20
18	HMA AC Paving	TON	877	$114.69	$100,583.13
19	Crack Treatment	SF	54,660	$0.17	$9,292.20
20	Slurry Seal (includes surface preparation)	SF	54,660	$0.64	$34,982.40
21	Aggregate Base	CY	766	$80.73	$61,839.18
22	Headerboard	LF	11	$24.00	$264.00

23	Street Barricade	LF	11	$55.50	$610.50
24	Fire Hydrant Assemblies	EA	3	$23,572.05	$70,716.15
25	18" Storm Drain Pipe	LF	78	$257.26	$20,066.28
26	Catch Basin No 3 (SD-3)	EA	2	$7,467.83	$14,935.66
27	Electrolier	EA	2	$43,867.20	$87,734.40
28	15' Mast Arm and Luminaire	LS	1	$16,738.80	$16,738.80
29	SP-1-T Mounting with Countdown Pedestrian Signal	EA	2	$4,040.40	$8,080.80
30	Reinstall 1A Traffic Signal Pole and Signal Heads	EA	1	$12,987.00	$12,987.00
31	Accessible Pedestrian System (APS) Button	EA	2	$4,329.00	$8,658.00
32	Type D Vehicle Loop Detector - 6J3U	EA	1	$3,174.60	$3,174.60
33	Bicycle Loop Detector - 6J3L	EA	1	$2,886.00	$2,886.00
34	Adjust Utility Boxes to Grade	EA	4	$2,430.90	$9,723.60
35	Pavement Striping (Detail 9)	LF	1,282	$2.22	$2,846.04
36	Pavement Striping (Detail 21)	LF	866	$4.44	$3,845.04
37	Pavement Striping (Detail 27B)	LF	25	$2.22	$55.50
38	Pavement Striping (Detail 38A)	LF	692	$3.33	$2,304.36
39	Pavement Striping (Detail 39)	LF	1,613	$2.22	$3,580.86
40	Pavement Striping (Detail 39A)	LF	1,170	$2.22	$2,597.40
41	Pavement Striping (White Crosswalk)	SF	926	$5.55	$5,139.30
42	6" White Thermo Stripe	LF	658	$2.22	$1,460.76
43	Pavement Markings (White Thermo)	SF	396	$11.10	$4,395.60
44	Temporary Pavement Striping and Markings	LS	1	$2,664.00	$2,664.00
45	Type BB Marker	EA	3	$5.55	$16.65
46	Shoring, Sheeting, and Bracing	LS	1	$3,330.00	$3,330.00
47	Additional Items of Work Not Included in Items 1-46	LS	1	$12,765.00	$12,765.00
Subtotal				$319,694.04	$801,615.45

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

ADDENDA

Date 11/13/2025 ADD 1 **Signed** _____

Date 11/12/2025 ADD 2 **Signed** _____

Date _____ **Signed** _____

Date _____ **Signed** _____

Date _____ **Signed** _____

TOTAL BID WRITTEN IN FIGURES: $ 801,615.45

TOTAL BID WRITTEN IN WORDS: Eight hundred and one thousand, six hundred fifteen dollars and forty-five cents.

CONTRACTOR: Hensley's Paving and General Engineering, Inc.

COMPANY'S NAME: Hensley's Paving and General Engineering, Inc.

BY: Daniel Dooley, Vice President

ADDRESS: 13101 Yosemite Blvd.
(Number) (Street)

Waterford CA 95386
(City) (State) (ZIP)

CONTRACTOR'S PHONE #: (209) 874-9710

CONTRACTOR'S EMAIL: estimating@hensleyspaving.com

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

Hensley's Paving and General Engineering, Inc., Contractor's License # 828289, Class A
(Company's Name)

Expires 12/31/2027. DIR #: 1000000913

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 _____ 11/20/25
(Bidder's Signature) (Date)

Daniel Dooley Vice president

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

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

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

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

Licensed in accordance with an act providing for the registration of Contractors,
License No. 828289 Expiration Date 12/31/2027.

DATED: November 20, 2025

Address: 13101 Yosemite Blvd., Waterford, CA 95386

Phone: (209) 874-9710

Email: estimating@hensleyspaving.com

X _____
Signature of Bidder

Daniel Dooley, Vice President

Hensley's Paving and General Engineering, Inc. - A California Corpora

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.

Hensley's Paving and General Engineering, Inc. - A California Corporation

Corporate Address: 13101 Yosemite Blvd., Waterford, CA 95323

President: Timothy Hensley
Vice President: Daniel Dooley
CFO/Treasurer: Karen Nelson
Secretary: Rebecca Hensley

Corporate Seal Attested By: _____
Rebecca Hensley, Secretary

AFFIDAVIT

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

X_____

Signature of Bidder

Daniel Dooley, Vice President

Jurat (Government Code Section 8202)

State of California

County of Stanislaus

Subscribed and sworn to (or affirmed) before me on this 20th day of November, 2025

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

(AFFIX SEAL)

_____

NOTARY PUBLIC SIGNATURE

Rebecca L. Hensley

NOTARY PUBLIC PRINTED NAME

REBECCA L. HENSLEY
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2383932
STANISLAUS COUNTY
My Comm. Exp. November 20, 2025

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

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 **Hensley's Paving and General Engineering, Inc.**, hereinafter designated as the "Principal," a contract for **Project No. 21-003, "Fulkerth Road Widening";** 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)

<u>NOTE TO SURETY COMPANY</u>: 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 **Hensley's Paving and General Engineering, Inc.**, hereinafter designated as the "Principal", a contract for **Project No**. **21-003, "Fulkerth Road Widening"**; 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)

<u>NOTE TO SURETY COMPANY</u>: 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

January 13, 2026

From:	Nick Showalter, Information Technology Director
Prepared by:	Luis Machado, Information Technology Manager
Agendized by:	Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase and installation of a Verkada Security Video System and authorizing the City Manager to execute an agreement in a form approved by the City Attorney with Development Group, Inc. (DGI) in accordance with OMNIA Contract No. R250206 for a total amount not to exceed $243,817.76. This expenditure is to be funded through the American Rescue Plan Act (ARPA) account 119-10-188.51270.

2. NARRATIVE:

Staff is requesting approval to purchase a replacement video security system for the Turlock Public Safety Facility (Turlock PD). The proposed system, supplied by Verkada, will be purchased through and installed by Development Group, Inc. (DGI) under Exhibit A - Statement of Work 38463.

The existing system at the Public Safety Facility is aging and requires replacement to ensure continuous and reliable monitoring capabilities for the security of the facility and its operations. The proposed solution includes hardware, software, licensing, installation, professional services, and cabling.

Staff conducted a review and comparison of several popular video security solutions to determine the best long-term option for the City. The Verkada platform was selected based on its superior ease of use for public safety staff, exceptional longevity of warranties (10-year hardware warranty), proven compliance with regulatory video retention requirements, and inclusion of advanced video analytics to enhance investigations and operational efficiency. Furthermore, the selection represents a cost-effective option when compared to other solutions that were lacking in one or more of the evaluated factors.

This purchase is being made under the OMNIA Contract No. R250206, a cooperative purchasing agreement, which allows the City to procure the required services efficiently without conducting a separate competitive bid process under Turlock Municipal Code 2-7-08 (b) (5).

3. FISCAL IMPACT / BUDGET AMENDMENT:

The total cost for the purchase and implementation of the replacement surveillance system is $243,817.76.

Funds for this expenditure are available and appropriated in Fund 119 American Rescue Plan Act, out of the account 119-10-188.51270.

The Purchasing Division has determined that this item does not require a competitive procedure due to Turlock Municipal Code 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.

4. ENVIRONMENTAL DETERMINATION:

This action is not a project under the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA Guidelines. The purchase and installation of a replacement surveillance system involve organizational or administrative activities that will not result in direct or indirect physical changes in the environment.

5. ATTACHMENTS:

1. Service Provider Agreement CC no. 2026-0115
2. Exhibit A - Statement of Work 38463

SERVICE PROVIDER (PREVAILING WAGE) AGREEMENT BETWEEN THE CITY OF TURLOCK
and
DEVELOPMENT GROUP INC
for
Security Camera System Installation for the Public Safety Facility

City Contract No. 2026-0115

THIS SERVICE PROVIDER AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and DEVELOPMENT GROUP, INC., a California corporation ("Service Provider"), on this 14th day of January, 2026 (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 installation and configuration of a Verkada Security Camera System for the Public Safety Facility (the "Project").

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

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

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

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

AGREEMENT

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

2. Term. The term of this Agreement shall be one (1) year and will commence on the Effective Date and terminate on the 13th day of January, 2027 ("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 Two Hundred Forty-Three Thousand Eight Hundred Seventeen and 76/100ths Dollars ($243,817.76) ("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 one hundred and eighty (180) 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. Service Provider shall, at its sole cost and expense, furnish all facilities, equipment, materials, information, personnel and administrative assistance which may be required to perform its obligations under this Agreement, with the exception of items of City assistance provided in **Exhibit A: Customer Responsibilities** ("City Assistance to

Service Provider"). City shall furnish to Service Provider only the facilities, equipment, materials, information, personnel and administrative assistance listed in **Exhibit A: Customer Responsibilities**. Notwithstanding the foregoing, City shall cooperate with Service Provider and shall not actively interfere with Service Provider's performance of Services under this Agreement.

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 Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). Some work performed by Service Provider 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 Service Provider 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 Service Provider is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Service Provider 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 Agreement 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 Service Provider, 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 Agreement, 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. Service Provider 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 Agreement by Service Provider 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. Service Provider shall post prevailing wage rates at the Project no later than the first day Service Provider commences performance of the Services under the Agreement.

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. Service Provider 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).

Service Provider 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, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Service Provider. Force Majeure does not include: (a) Service Provider's financial inability to perform; (b) Service Provider's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Service Provider's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Service Provider.

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

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

If the Parties are unable to agree upon the amount of extra compensation which is due to Service Provider within thirty (30) days of Service Provider resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Service Provider

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Non-Discrimination. In its performance of the Services, Service Provider shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and

to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

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

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

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

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

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

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

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

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

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

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

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

24. Insurance Coverage. During the Term, the Service Provider shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers admitted in California 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 policies of 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, Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may acquire from Service Provider by virtue of the payment of any loss. The commercial general liability policy, 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 Service Provider, its agents, employees, independent contractors and subcontractors. Service Provider shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Service Provider 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.

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: Nicklaus Showalter, IT Director** **156 S. Broadway, Suite 116** **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:	**Development Group, Inc.** **Attn: Jace O'Ravez** **PO Box 991484** **Redding, CA 96099-1484**

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

Luis Machado
Information Technology Manager
156 S. Broadway, Suite 116
Turlock, California 95380
Telephone: (209) 668-6066
E-mail: lmachado@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 documents and/or 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.

53. **Limitation of Liability**. Notwithstanding any provision of this Agreement to the contrary, the total aggregate liability of Service Provider to City for any and all claims, losses, damages,

costs, or expenses of any kind arising out of or related to this Agreement, whether in contract, tort (including negligence), strict liability, or otherwise, shall not exceed the limits of insurance as required in this agreement. In no event shall Service Provider be liable for any indirect, special, incidental, exemplary, or consequential damages, including but not limited to loss of use, loss of revenue, loss of profits, loss of business, or interruption of operations, regardless of the legal theory and even if Service Provider has been advised of the possibility of such damages. These limitations shall apply to the fullest extent permitted by applicable law.

[*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

By: _____
Susan E. Borrego, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Nicklaus Showalter, IT Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

DEVELOPMENT GROUP INC., a California stock corporation,

Daniel Lockwood
By: _____

Print Name: Daniel Lockwood

Title: President

Date 01/08/2026

CITY OF TURLOCK

Statement of Work for Proposals #38463

Physical Security Upgrades at Police Department (Verkada)

DATE 11/24/2025
VERSION 2

Prepared by

Tony Jenkins
tjenkins@development-group.net

Project Work Summary

The City of Turlock is looking to improve their security posture and provide safe, convenient, and secure facilities by expanding on their surveillance cameras at the police station utilizing Verkada's best in class cloud hybrid solution. Development Group, Inc (DGI) will install Verkada cameras and associated accessories and cabling to support this effort.

Project Plan, Scheduling and Payments

Project Plan

The major milestones, related tasks and resulting schedule for this project will be developed based on the total effort and cost required to complete the work items contained in this Statement of Work. Development of the milestones, tasks, and schedule for this project will be completed within ten (10) business days following the receipt of a fully executed contract, signed Statement of Work and acknowledgement of product orders by our supplier(s).

Company will conduct regular project status meetings with appropriate project stakeholders, and other interested third parties, weekly or as otherwise agreed to by both parties. The Company will record meeting minutes, maintain an issues list, and list action items for subsequent meetings. Meeting minutes and supporting documentation will be distributed to attendees, project stakeholders and third-parties at the conclusion of each meeting.

Scheduling

Company will maintain a master task list and schedule of all project milestones and work items. Customer understands and agrees that the master task list and schedule maintained by the Company will be the definitive document set by which the project will be managed.

Any delay in the performance of the Company's obligations to the Customer that is caused by the Customer, its other contractors or suppliers shall be treated as an extension and the project schedule and time for performance shall be extended for a period reflecting the delay caused by the extension or suspension. The Company shall resume any suspended work at the earliest possible opportunity when directed to do so by the Customer, considering its obligations to other customers and the availability of qualified personnel to perform the work.

Payments

Invoicing, and subsequent payment, for all products related to this project will be done in accordance with the terms and conditions of the governing contract.

Invoicing, and subsequent payment, for all products related to this project will be done in accordance with the terms and conditions of the governing OMNIA contract. Generally, this means that a customer will be invoiced for product when it ships.

An invoice for twenty percent (20%) of the value for the services described in this Statement of Work will be submitted to the Customer at contract signing and shall represent financial consideration for the mobilization of project management and engineering resources. Subsequent invoicing for services

performed on this project will be submitted to the Customer every two (2) weeks, in arrears, for services performed during the preceding two (2) week period. Prompt payment of services invoices is guaranteed by the Customer and will be made in accordance with the terms and conditions of the governing contract.

Professional Services

The professional services value for this Statement of Work (which includes Cabling, Installation, and Professional Services) is **$31,400.00**

Product

The product value for this Statement of Work (including CA sales tax of 8.625%) is **$212,417.76** (*This amount includes a cabling contingency of $4,800.00*)

Company Contacts

Name	Project Role	Contact Information
Alan Saluta	Project Manager	ksaluta@development-group.net
Jace O'Ravez	Account Manager	joravez@development-group.net mobile: (916) 576-2301
Tony Jenkins	Sr. Solutions Architect	tjenkins@development-group.net

Customer Contacts

Name	Project Role	Contact Information
Luis Machado	IT Manager	lmachado@turlock.ca.us

Company Escalation Plan

Name	Position Responsibilities	Contact Information
Greg Drake Services Director	Responsible for staffing and coordination of on-site work	gdrake@development-group.net mobile: (530) 949-5052 mobile: (530) 949-5052
Dan Lockwood President	Final decision-making authority for project escalations	dlockwood@development-group.net mobile: (530) 949-4225

Installation Site Address(es)

Location	Local Site Contact
City of Turlock Police Department 244 N Broadway, Turlock, CA 95380	TBD

Data Sources Used and Related Documents

This Statement of Work is based on the following data sources and related documents:

1. Site Walk completed by Jace O'Ravez
2. Verkada Site Planner tool using provided site maps
3. Plan Grid site walk data

General Terms and Conditions

General

1. All changes to this Statement of Work, whether requested by the Company or the Customer, will be executed via the attached Change Request Form.
2. Any quantity of pre-allocated hours including, but not limited to, end-user training, administrative training and/or project management which are not consumed during the execution of this Statement of Work may not applied to other work efforts and shall not obligate the Company to further work beyond the conclusion of this Statement of Work.
3. Unless specified in this Statement of Work, no additional software will be configured. In some cases, proposals may include licenses for software to which the customer is entitled but which are not scoped to be configured.
4. Prior to installation, Company will inspect all equipment to ensure there are no signs of damage, that the environment is suitable for operation and that there will be sufficient clearance around the equipment for service. Company will notify the Customer of any instances where the environment is not suitable for the equipment intended to be installed at that location.
5. Testing for the presence and/or removal of any hazardous materials is excluded from this Statement of Work. Company assumes that no hazardous materials are present at the Customers site(s).

Documentation

1. Company will provide detailed as-built drawings and documentation which describe all aspects of the system installation. As-built drawing may include documentation of logical network connections, IP addressing, routing protocols, WAN/telecom circuit information, device serial numbers and/or VLAN information as may be required to accurately document the installation.
2. Company will test all installed hardware and software for proper operation using a detailed test plan which will be developed jointly by the Company and the Customer.

3. Company will clear all work areas of shipping cartons, packaging and debris created by the Company at the conclusion of each workday.
4. All test results will be provided to the Customer and all manufacturers' warranty (if any) will be registered for the benefit of the Customer.

Installation Services

General

1. When installing product, Company will connect the power supply (or power supplies) to a UPS and/or PDU using the included power cord(s); the standard power cord included is a 5-15P to C13, 6ft, 18AWG, black cord. Power connections requiring a different power cord will either be included elsewhere in this Statement of Work or supplied by the Customer prior to beginning work.
2. All installed Ethernet, fiber, stackwise and stackpower cables will be neatly connected to the Ethernet switch(es) (or other similar device) making the best use of existing horizontal and vertical cable management hardware.
3. Connection(s) to the network will be made in accordance with the network topology drawing(s) (or other related specification documents) associated with this Statement of Work.
4. The Company will not be responsible for removing any low voltage cabling, station cabling, Ethernet patch cords, power cords or any furniture or fixtures unless specifically stated elsewhere in this Statement of Work. The Company will invoice the Customer for the difference in the purchase price of the project for any equipment which has not been returned to the Company within thirty (30) days of the end of the project.
5. For any equipment to be installed on a wall, Company assumes there is sufficient space to install the specified equipment and that the designated installation location is free from any obstructions to installation; e.g. posters, whiteboards, wall coverings, etc.
6. Unless specified elsewhere in this Statement of Work, Customer will supply all Ethernet patch cords of appropriate length and type.
7. Customer or designee will ensure all cabinets and/or racks are ready for installation of equipment prior to scheduling. This includes, but is not limited to, adequate cabinet depth, width and available rack units (RU) for equipment scheduled to be installed as part of this Statement of Work as well as any other equipment present in the MDF/IDF such as switching, UPSes and battery backup units, cable management, and rack mount fiber LIUs. Fiber terminations which impede the cabinet width or depth for equipment installations should be relocated into a rack mount LIU. All wall space contained within a cabinet must be free and clear of obstructions including power receptacles, other devices or fixtures. Should the

conditions of any MDF/IDF be incompatible with equipment scheduled to be installed, required adjustments will be identified and a change order issued.

Company will install the following equipment

Cameras and accessories:

1. Up to Six (6) CB52-2TBE-HW
2. Up to One (1) CD43-2TBE-HW
3. Up to Three (3) CD53-2TB-HW
4. Up to One (1) CD53-2TBE-HW
5. Up to Three (3) CH53-8TBE-HW
6. Up to Seventeen (17) CM42-2TB-HW
7. Up to Seven (7) CY53-4TBE-HW
8. Up to One (1) VX52-HW

Mounts:

1. Up to Nine (9) ACC-MNT-ARM-1
2. Up to Two (2) ACC-MNT-CORNER-1
3. Up to Three (3) ACC-MNT-PEND-1
4. Up to Three (3) ACC-MNT-POLE-1
5. Up to Six (6) ACC-MNT-SJBOX-1
6. Up to Six (6) ACC-MNT-YPEND-1

Mounting Equipment (Pole Mount, Wall Arm, Right Angle Bracket)

- Additional specialized mounting brackets and conduit may be required for some camera locations.

Verkada Camera Physical Installation

- Company will install the Cameras using the included mounting equipment as necessary.

Company will connect the Cameras to a Customer provided Cat5e or better cable or wireless connectivity as

necessary.

Construction Services

1. Furnish and install up to two (2) new CAT6 ethernet cables from IDF to new Verkada devices and terminate and test existing ethernet cabling for (4) runs.
    a. All cable runs are assumed to be free from obstruction from IDF/MDF to new camera location
    b. All copper cabling to be run “free air” in J-hooks and/or Arlington straps above T-Grid ceilings.
    c. Cables that are not run overhead will be installed in company provided raceway.
    d. In the Telecom room, terminate cable onto existing patch panels.
    e. On the station end of cable runs, terminate copper cables onto jacks.
    f. Label cables, patch panel and faceplates using Customer approved labeling scheme. If none provided by District DGI will assign labels based on ANSI/TIA-606B standards.
    g. Assumes Company will have unrestricted access to allow for uninterrupted workflow
2. Unless specified elsewhere in this Statement of Work, the following work items are excluded from this Statement of Work:
    a. Installation of plywood backer board(s) and/or the application of fire rated paint to plywood backer board(s) in telecommunications room(s).
    b. All mounting/installation of enclosures, electrical boxes or similar items
    c. All trenching, horizontal boring and similar underground excavation.
    d. All underground conduits, fabric multi-cell innerduct and/or sleeves.
    e. Concrete coring and/or cutting.
    f. All asphalt cutting and/or patching.
    g. All patching and painting.
    h. Modification of door frames, and doors are limited to the installation of electronic lock and/or strike.
    i. All non-low voltage electrical work.
    j. Architectural and design drawings
    k. Permits
    l. Identification, testing and remediation of hazardous materials is excluded from the work.
    m. The building grounding system is assumed to be in place and adequate to support the existing building systems and new telecommunications equipment. Damage to telecommunications systems and equipment due to faulty building grounding is not the responsibility of Company.

Professional Services

Assumptions

1. Cameras must be placed on a DHCP enabled VLAN. Static IPs are not supported.
2. Customer must configure network firewall and content filter to permit communication between cameras and dashboard.

Configuration to include

- Configuration of Cameras as follows:
    - Configure up to (38) Verkada cameras.
    - Cameras must be placed on a DHCP enabled VLAN. Static IPs are not supported.
    - Camera configuration to include:
        - Cameras will be added to Customer Command platform.
        - Cameras will be named as appropriate to indicate their location.
        - Cameras will be configured for appropriate quality and retention settings determined by customer.
    - Customer responsibilities include:
        - Customer must configure network firewall and content filter to permit communication between cameras and dashboard. Customer will provide user list including identifying information ie name, role, contact information and when they should be granted access.
    - Up to (2) hours of admin. Customer shall specify a representative to be trained.
    - Verkada - Base Portal Configuration
        - Configuration to include:
        - Work with customer to establish the organizational name, enable portal.
        - Add up to five (5) users
        - Add up to three (3) sites with uploaded floor plans as appropriate (placement of devices on maps not included)
        - Create up to three (3) user groups; assignment of created users to appropriate group

- Enable Multi-factor Authentication if desired

- Customer will provide IP addressing and update any network related items required for deployment – IE VLAN changes, firewall updates, etc.

Customer Responsibilities

1. It is the responsibility of the Customer to maintain current backups of all stored data. Company assumes no responsibility and/or liability for the loss of any Customer data.
2. Upon the presentation of a Work Acceptance Certification document, the Customer will either agree to the completion of the work described therein or provide a detailed, written account of the work items in dispute. If neither the Work Acceptance Certification document nor a valid dispute are returned to the Company within five (5) business days, the work items described in the Work Acceptance Certification document shall be deemed to have been accepted by the Customer.
3. Customer is responsible for any configuration of client devices which may be necessary to use services activated by the completion of this Statement of Work. Examples of client configuration include, but are not limited to, association to a new SSID, deployment of a Group Policy, deployment of a certificate or certificate trust list, etc.
4. Customer will designate a single individual that will be the primary point of contact for this Statement of Work. At a minimum, this person must be available to meet weekly with all project stakeholders. The Customer representative must have authority to incur charges and make decisions that will affect the successful execution of the Statement of Work and must be able to provide (or otherwise arrange) physical access to all areas of the facility(ies) which will receive installed equipment as part of this project.
5. Provide accurate scale drawings of the Customer's facility(ies) as may be required for the execution of this Statement of Work.
6. Provide all station cabling, Ethernet patch cords, additional necessary power cords and any other necessary cables unless included elsewhere in this Statement of Work or associated proposal(s).
7. Provide laborers to move furniture and fixtures that may be required as part of this project; Company will not move any furniture or fixtures.
8. Provide a meeting place appropriate to the size of the audience and content presented (room, furniture, seating, etc.) for all training sessions and/or other presentations that are to be made by the Company.
9. Customer understands and agrees to be solely responsible to verify the accuracy and proper operation of all emergency telecom services including 911, E911 or CAMA trunks whether the services were installed and/or configured by the Company.

10. Provide telecommunications relay rack equipment, including but not limited to two-post relay racks, four-post relay racks and/or wall mounted relay racks or cabinets with the correct interior dimensions to accommodate all equipment for this project unless included elsewhere in this Statement of work. Such relay rack equipment will be installed in accordance with applicable local building codes prior to the Company engaging in this Statement of Work and shall be engineered to support the weight of all installed equipment. All relay racks should have adequate space available to accommodate installed equipment.
11. If a height exceeding twelve (12) feet is required to install any equipment, a lift will be provided by the Customer or the cost of obtaining one shall be invoiced to the Customer.
12. Unless otherwise specifically stated elsewhere in this Statement of Work, the Customer shall be responsible for all roof and/or exterior wall penetrations.
13. Unless otherwise specifically stated elsewhere in this Statement of Work, the Customer shall be responsible for the removal of any existing clocks, bells, surveillance cameras and/or any other control systems that may be rendered obsolete and/or inoperable by the completion of this project.
14. Unless otherwise specifically stated elsewhere in this Statement of Work or associated proposal(s), the Customer shall provide all electrical circuits, UPS(es), PDU(s) and HVAC required to support active electronic equipment being installed by the Company as part of this project.
15. Ensure the equipment location is temperature controlled and that the ambient temperature is within specification for all installed equipment.
16. Coordinate installation schedules with Company; all work shall be scheduled during normal business hours. If non-business hours are required to complete the project (beyond those explicitly listed elsewhere in this Statement of Work), overtime charges of 1.5x standard rates will be charged to the Customer. Changes to the project timeline that are the result of work, or lack thereof, by the Customer and/or Customer's agents may result in additional charges.
17. Provide an on-site authorized Customer representative at all times when Company staff is engaged in work at a Customer's facility and/or co-located datacenter space. The on-site Customer representative must be able to provide physical access to all areas of the facility(ies) which will receive installed equipment as part of this project including disabling any burglar alarm system(s) and/or unlocking any doors. ***Physical access restrictions dramatically reduce work efficiency and will result in additional costs being assessed to the Customer.***
18. Company reserves the right to assess additional change charges to the Customer for indirect expenses due to missed appointments. This includes the absence of an authorized Customer representative during on-site work. These may also include the associated standby time for Company personnel, travel time/costs for return visit, and/or additional equipment shipping costs.

19. Participate in a per-site and/or per IDF/MDF quality acceptance process with the Company's Project Manager or Practice Manager at the conclusion of the project, or in the case of a multi-phase project, at the conclusion of each phase.
20. Schedule, coordinate, and notify end users of any planned network or facility service interruptions required during the execution of this Statement of Work.
21. The Customer shall, at its own cost and expense, obtain all federal, state and local governmental permits, licenses, approvals and other authorizations required with respect to or for the performance of any of the work at its facilities. When the Company begins work on any computer or other system of the Customer, the Customer shall provide the Company all applicable passwords and other information required for the Company to access such systems and perform services thereon or with respect thereto. The furnishing of any such password or other information shall be conclusively deemed to include the authorization and approval of any federal, state or local governmental agency or authority for the Company to access and work on the systems.
22. Notify the Company of any defects with the installation services described herein within thirty (30) days after the date of the system cutover. In the event of multiple cutover dates (e.g. multi-site deployment), a thirty (30) day period will apply to the services provided during each individual cutover. Any defects reported by the Customer to the Company beyond thirty (30) days after the conclusion of this project will be deemed to be a separate work effort outside of this Statement of Work and will be undertaken at the direction of the Customer for additional cost.
23. Execute changes to any existing IT or facility system which is not specifically included in this Statement of Work but which may be necessary for the successful implementation thereof.
24. Optics specified (if any) have been selected based on available information and are assumed to meet the distance specifications for all fiber span(s).
25. Provide all server hardware and operating system licensing not specifically included in this Statement of Work.
26. Provide any necessary cross connects and/or demarc extensions for all telecom services that may be necessary for this project. The Customer will be responsible for any additional fees resulting therefrom. Customer may optionally request Company to act as the Customer's authorized agent to complete this work at an additional cost.
27. Order and/or activate any necessary telecom services and/or features that may be necessary for this project. Customer understands and agrees that they will be solely and completely responsible for the order and/or activation of any telecom services including but not limited to E911. Customer may optionally request Company to act as the Customer's authorized agent to complete this work at an additional cost.
28. Provide copies of all existing network and related documentation including but not limited to diagrams, templates, documents, spreadsheets, invoices, licenses and databases.

29. Provide a list of all IT services and/or applications that will be included in the project test plan including the following information:
    a. What is the application or service?
    b. How is it used by the organization (or users)?
    c. What is the business impact of the application or service? Customer will provide a list of all applications and services in the environment; items will be listed in order of the greatest business impact.
    d. Who is the application or service owner? What is their contact information?
    e. How is the application or service tested? E.g. using a web browser, FTP, login credentials, special software required, etc.
    f. What is the expected result of the application tests? E.g. run a report, command output, execute payment transaction, etc.; provide a sample for each expected result.
    g. Does the application or service have any dependencies on other IT services or applications? E.g. Active Directory, storage subsystem(s), VMWare, RADIUS, database server(s), etc.
    h. Does the application or service have any special network infrastructure requirements? E.g. jumbo frames, MTU, ALCs, firewall configuration, etc.?
30. If Customer is providing patch cords or power cords for installation as part of this Statement of Work, customer will be responsible for removing patch cords, or power cords, from all packaging and “twist-ties”.

Statement of Work Agreement

Date: _____

I authorize the foregoing Statement of Work for Proposals #38463, version 2, dated November 24th, 2025 and direct the Company to immediately begin the fulfilment thereof.

IN WHITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Statement of Work to be fully executed.

"CUSTOMER"	**"COMPANY"**
City of Turlock	Development Group, Inc.
Print Name: _____	By: _____
Title: _____	Greg Drake Director of Services
Signature: _____	

Project Change Request Form (Sample)

Date: _____

In reference to the [CONTRACT DOCUMENT] executed between Development Group, Inc., (the "Company"), and [CUSTOMER NAME], (the "Customer") regarding Project [PROJECT NAME/NUMBER], both parties hereby certify, by the signature of an authorized representative, this Change Request Form will amend and be fully incorporated into the existing Statement of Work (SoW), version [VERSION NUMBER], dated [ISSUE DATE].

1. Change request number for this project:
2. Reason for this Change Request:
3. Description of changes to the SoW:
4. Project schedule impact:
5. Project cost impact:

6. Purchase order issuance (if applicable): Customer shall issue a written Purchase Order to Company or shall issue an amendment to its original Purchase Order pertaining to this SoW for the total amount of [AMOUNT INCLUDING THIS CR].

Except as changed herein, all terms and conditions of the SoW remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representative of the parties hereto have caused this Change Request to be fully executed.

"CUSTOMER"	**"COMPANY"**
Customer Name	Development Group, Inc.
Print Name: _____	By: _____ Daniel Lockwood President
Signature: _____	

Work Acceptance Certification (Sample)

Date: _____

Project Name:

Project Number: ####

Project Manager:

Customer:

Description of the work completed:

☐ Project complete	☐ Phase complete	☐ Major deliverable complete

In reference to the "Master Service Agreement" executed between Development Group, Inc., the ("Company"), and [CUSTOMER NAME], the ("Customer"), both parties hereby certify, by the signature of an authorized representative, that this project, project phase, or major deliverable meets or exceeds the agreed-upon performance standards for scope, quality, schedule and cost. The Customer further agrees that documentation for all relevant security, legal and regulatory requirements have been furnished by the Company and/or have been reviewed by the Customer.

Additional remarks:

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Work Acceptance Certification to be fully executed.

"CUSTOMER"

Print Name:_____

Signature:_____

"COMPANY"

Development Group, Inc.

_____

Daniel Lockwood

President

Company:
CITY OF TURLOCK

Requested By:
Luis Machado
IT Manager

Description:
Turlock PD - Verkada Jan 2026 order deadline

Proposal #38463

Bill To:	Ship To:	Sold To:
156 S. BROADWAY STE 230 TURLOCK, CA 95380	156 S. BROADWAY STE 230 TURLOCK, CA 95380	156 S. BROADWAY STE 230 TURLOCK, CA 95380
Created: 12/30/2025 Expires: 1/30/2026 Version: 1	Account Manager: joravez Systems Engineer: tjenkins	Payment Terms:

Product & Manufacturer Maintenance

Line No	Qty	Product	Unit Price	Ext'd Price	Tax
Verkada Hardware & Licensing					
2	9	**ACC-MNT-ARM-1** Arm Mount	64.35	579.15	T
3	2	**ACC-MNT-CORNER-1** Verkada Corner Mount	129.35	258.70	T
4	3	**ACC-MNT-PEND-1** Verkada Pendant Cap Mount	44.85	134.55	T
5	3	**ACC-MNT-POLE-1** Pole Mount	135.85	407.55	T
6	6	**ACC-MNT-SJBOX-1** Square Junction Box Mount	57.85	347.10	T
7	6	**ACC-MNT-YPEND-1** Verkada Two-Camera Multisensor Pendant Cap	70.85	425.10	T
8	6	**CB52-2TBE-HW** CB52-E Outdoor Bullet Camera, 2TB, 365 Days Max	2,664.35	15,986.10	T
9	1	**CD43-2TBE-HW** CD43-E Outdoor Dome Camera, 2TB, 365 Days Max	2,404.35	2,404.35	T
10	3	**CD53-2TB-HW** CD53 Indoor Dome Camera, 2TB, 365 Days Max	2,469.35	7,408.05	T
11	1	**CD53-2TBE-HW** CD53-E Outdoor Dome Camera, 2TB, 365 Days Max	2,599.35	2,599.35	T
12	3	**CH53-8TBE-HW** CH53-E Outdoor Four-Camera Multisensor Camera, 8TB, 365 Days Max	8,124.35	24,373.05	T
13	17	**CM42-2TB-HW** CM42 Indoor Mini Dome Camera, 2TB, 365 Days Max	2,079.35	35,348.95	T
		CY53-4TBE-HW			

14	7	CY53-E Outdoor Two-Camera Multisensor Camera, 4TB, 365 Days Max	4,679.35	32,755.45	T
15	28	**LIC-CAM-10Y-CAP** 10-Year Camera License, Capacity Increase	1,299.35	36,381.80	T
16	7	**LIC-CAM-MLT2-10Y-CAP** Verkada 10-Year Two-Camera Multisensor License, Capacity Increase	2,274.35	15,920.45	T
17	3	**LIC-CAM-MLT4-10Y-CAP** 10-Year Four-Camera Multisensor License, Capacity Increase	3,899.35	11,698.05	T
18	1	**LIC-VX-10Y-CAP** 10-Year Viewing Station License, Capacity Increase	2,599.35	2,599.35	T
19	1	**VX52-HW** VX52 Viewing Station	324.35	324.35	T
Labor					
21	97	**INSTALLATION** Product Installation $200/hour	200.00	19,400.00	
22	35	**PROFESSIONAL SERVICES** Professional Services $150/hour	150.00	5,250.00	
Cabling					
24	1	**CABLING PRODUCT** Cabling Product (12% off MSRP per OMNIA Contract)	800.00	800.00	T
25	30	**CABLING** DEVGRU Structured Cabling Service $225/hour - Termination and Testing of existing Ethernet Cabling and Two New cat6 cable pulls'	225.00	6,750.00	
Contingency					
27	1	**CONTINGENCY** Up To 4 Replacement Cat 6 Runs	4,800.00	4,800.00	T

Need more time to get important stuff done? Ask us about

dgi>enable

Subtotal	$226,951.45
Handling	$0.00
Estimated Sales Tax (8.625%)	$16,866.31
Professional Services	$0.00
Shipping	$0.00
Total	$243,817.76

Company:
CITY OF TURLOCK

Requested By:
Luis Machado
IT Manager

Description:
Turlock PD - Verkada Jan 2026 order deadline

Proposal #38463

Proposal Notes

OMNIA Contract Number: R250206

Company:
CITY OF TURLOCK

Requested By:
Luis Machado
IT Manager

Description:
Turlock PD - Verkada Jan 2026 order deadline

Proposal #38463

About Sales Tax

Items sold by Development Group, Inc. ("DGI") and shipped to destinations in California are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

About Product Returns

Development Group, Inc. ("DGI") only accepts the return of Products (a) that DGI has the right to return to the applicable manufacturers or suppliers, (b) for which DGI receives your written request for return within FOURTEEN (14) DAYS from the date of the invoice for such Products, and (c) that are factory sealed in fully resalable condition or which are Dead on Arrival ("DoA"). Except for Products returned because they are defective or DoA, to be eligible for return, Products must be in resalable condition, complete, unused and unopened, with the outer seal intact. Products that do not meet these conditions are not eligible for return and will be returned to you. Eligible Product returns will receive a credit that will be issued at the original purchase price that you paid for the Product only if your account is current. DGI may return to you, any Product not authorized for return (an "Unauthorized Return") at your expense, or DGI may, at its sole discretion, issue a credit for the current price of the Product, less a thirty percent (30%) restocking fee. DGI is not liable for any loss or damage to Unauthorized Returns.

Company & Payment Information

Mailing Address

Development Group, Inc.
PO Box 991484
Redding, CA 96099-1484

Phone: (530) 229-0071
Fax: (530) 248-3415

Office Locations

Development Group, Inc.
6704 Lockheed Dr
Redding, CA 96002

Payment Information

Development Group, Inc.
32880 Collections Center Dr
Chicago, IL 60693

Federal Tax ID: 26-3740919

Note: All wire transfers must be made in US Dollars

Wire Transfer Information

Domestic Wire Transfer (U.S.)
Wire Routing Transit Number (RTN): 026009593
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT GROUP INC

ACH Information

ACH Transfer (U.S.)
Routing Transit Number (RTN): 071000039
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT GROUP INC

City Council Staff Report

January 13, 2026

From:	Jason Hedden, Police Chief
Prepared by:	Amanda Fortado, Support Operations Manager
Agendized by:	Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing an Agreement with KAM Technologies DBA Crossroads Software Inc. for police collision reporting software in an amount not to exceed $80,000 over three years and appropriating $35,000 to fund 206 "Traffic Safety" for initial payment

2. NARRATIVE:

In 2023, Turlock Police Department did a Request for Proposal soliciting bids for the purchase of a new ticket writing system, where Crossroads Software Inc., was awarded the bid for the purchase and maintenance of the ticket wiring system. In the past year, Staff became aware that Crossroads also has a collision report writing application. Currently, staff uses Central Square to write collision reports. However, this is not effective because Central Square will not allow for modifications of their collision template, creating inefficiencies in completing the reports as well as during the supervisor review process.

The Crossroads application has a multitude of benefits, including the use of the application on both mobile devices and desktop computers, allowing officers to write and review reports, and supervisors to approve collision reports within the application. Officers can obtain information by scanning barcodes from driver's licenses and vehicle registration paperwork, reducing time spent hand entering and decreasing entry mistakes. Multiple users can work on the same collision report simultaneously, helping decrease the overall time spent processing a traffic collision report. Additionally, it clearly organizes important information, ensuring fields are not left empty, resulting in reports that are completed in a more timely manner and with greater accuracy. The system’s configurable drop-down menus and validation rules ensure reports are completed correctly, reducing the amount of review time needed by a supervisor. In turn, this helps shorten the time citizens wait to receive a copy of their collision report. Crossroads automatically submits the required data to the state and ensures reports contain all necessary information.

There is funding available in the general fund ticket writer account and the remaining funding is available in the traffic safety non-general fund account. Annual maintenance of both the ticket writer and collision reporting will be combined and maintained as one agreement.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The annual cost will be funded from Fund 110 “General Fund” account 110-20-210.43060_036 “Contract Services Ticket Writers” and has an estimated cost of $8,000 each year. Whereas, the initial one-time setup cost will be funded in Funds 206 “Traffic Safety” account 206-20-441.44030_000 “Minor Equipment Miscellaneous” at an estimated cost of $35,000.

The fiscal year 2025-26 annual cost has been accounted for in the current budget but the setup cost in Fund 206 “Traffic Safety” account 206-20-441.44030_000 “Minor Equipment Miscellaneous” does require an appropriation of $35,000. There are appropriate reserves with this fund for this request.

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. Crossroads Resolution 2026
2. Contract 2026-106 KAM Technologies DBA Crossroads Service Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING AN AGREEMENT WITH KAM TECHNOLOGIES DBA CROSSROADS INC, FOR POLICE COLLISION REPORTING SOFTWARE IN THE AMOUNT NOT TO EXCEED $80,000 OVER THREE YEARS AND APPROPRIATING $35,000 TO FUND 206 "TRAFFIC SAFETY" FOR INITIAL PAYMENT	**RESOLUTION NO. 2026-XXX**

WHEREAS, the Turlock Police Department has been utilizing Crossroads ticket writing software since April 2023 with success and recognizes the improved efficiency of expanding our services to include collision reporting software; and

WHEREAS, the Crossroad software applications create time efficiency and greater accuracy in reviewing and approving traffic tickets and collision reports which reduces the time courts and citizens wait on tickets and reports; and

WHEREAS, the Police Department has appropriated funding for Crossroads in account 110-20-210.43060_036 "Contract Services Ticket Writers" for the annual estimated cost of $8,000 and is requesting an appropriation of funds to account 206-20-441.44030-00 "Minor Equipment Miscellaneous" for the initial one-time setup cost of an estimated $35,000; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize an agreement with KAM Technologies DBA Crossroads Software Inc., in amount not to exceed $80,000 over three years and appropriating $35,000 to fund 206 "Traffic Safety" for initial payment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of January, 2026, by the following vote:

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

ATTEST:

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

SERVICE PROVIDER AGREEMENT BETWEEN THE CITY OF TURLOCK
and
KAM SOFTWARE TECHNOLOGIES DBA CROSSROADS SOFTWARE INC.
for
SOFTWARE SERVICES

City Contract No. 2026-106

THIS SERVICE PROVIDER AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and KAM TECHNOLOGIES DBA CROSSROADS SOFTWARE INC., a California corporation ("Service Provider"), on this 1st day of February 2026 (the "Effective Date"). City and Service Provider may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform Service Provider services to assist City with the purchase of Crossroad Report Writer and the maintenance and support of Crossroads Report Writer and Crossroads eCite (the "Project").

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

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

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

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

AGREEMENT

1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 52 of this Agreement, Sections 1 through 52 shall prevail

2. Term. The term of this Agreement shall be three (3) year(s) and will commence on the Effective Date and terminate on the 31st day of January, 2029 ("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 Eighty Thousand and No/100ths Dollars ($80,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. **[Intentionally Omitted]**

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

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

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

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

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

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

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

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

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

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

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

to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

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

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

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

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

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

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

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

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

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

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

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

If the Parties are unable to agree upon the amount of extra compensation which is due to Service Provider within thirty (30) days of Service Provider resuming Services, the amount of such

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Insurance Coverage. During the Term, the Service Provider, 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 admitted in California 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 the amount of no less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) 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 with limits of 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 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, officers, 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.

24.4 Cyber Liability Insurance. Professional must carry Cyber Liability Insurance with limits not less than One Million Dollars ($1,000,000) per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

24.5 Technology Errors and Omissions: Service Provider shall maintain technology errors and omissions insurance that insures against professional errors and omissions that may result from providing technology services and products in the minimum amount of One Million Dollars ($1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of the start of work.

24.6 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 policies of insurance. No coverage or policies maintained by the City ("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.

24.7 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 a carrier will not provide the required notice of cancellation, the

Service Provider shall provide written notice to the City no later 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.

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: Chief Jason Hedden** **244 N. Broadway Avenue** **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 Service Provider:	**KAM Software Technologies** **DBA Crossroads Software Inc.** **Attn: Kelly Kalberg** **1981 Trevor Ln.** **Corona, California 92881**

32. City Contract Administrator. City's Contract Administrator and contact person for this Agreement is:

City of Turlock
Amanda Fortado
244 N. Broadway Avenue
Turlock, California 95380
Telephone: (209) 656-3147
E-mail: afortado@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

By: _____
Susan E. Borrego, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Jason Hedden, Chief of Police

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

SERVICE PROVIDER

KAM Software Technologies DBA Crossroads Software Inc., a California corporation

By: _____

Print Name: _____

Title: _____

Date _____

ESTIMATE

KAM Software Technologies DBA
Crossroads Software Inc.
6700 N Linder Rd Ste 156 PMB 351
Meridian, ID 83646-6608

kkalberg@crossroadssoftware.com
+1 (714) 990-6433

Turlock (PD)

Bill to
Turlock Police Department
156 S Broadway
Turlock, Ca 95380

Estimate details
Estimate no.: 1028
Estimate date: 09/30/2025
Expiration date: 09/30/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**Collision Report Writer - Mobile**	Crossroads Report Writer for collision reporting (mobile) - site license	1	$3,900.00	$3,900.00
2.	**Collision Report Writer - Desktop**	Crossroads Report Writer for collision reporting (desktop) - site license	1	$9,800.00	$9,800.00
3.	**CHP 180 Tow Form (Desktop)**	CHP 180 Tow Form Application (Desktop) -Site License	1	$4,900.00	$4,900.00
4.	**CHP 180 Tow Form (Mobile)**	Tow Form Application (Mobile)-Site License	1	$0.00	$0.00
5.	**CHP Upload**	Interface to Upload Collision Report Data and Documents to the CHP SWITRS System	1	$24,800.00	$24,800.00
6.	**Project Management and Training**	Project Management (dedicated PM) and Training (via on demand training videos)	1	$300.00	$300.00
7.	**Maintenance and Support (two applications)**	Annual Maintenance and Support (includes upgrades to new versions as they become available) (02/01/2026-01/31/2029)	3	$5,900.00	$17,700.00
8.	**Maintenance and Support-Parking eCite**	Annual Maintenance and Support (includes upgrades to new versions as they become available) (02/01/2026-01/31/2029) eCite prior Maintenance and Support credit -369.36	3	$1,900.00	$5,700.00
9.	**Agency Discount**	Agency Discount (current client, mutiple applications)	1	−$10,000.00	−$10,000.00

10.	**Agency Discount**	Agency Discount Credir for eCite Maintence paid until 4/11/26	1	−$369.66	−$369.66

Total **$56,730.34**

Expiry date 09/30/2026

Accepted date **Accepted by**

City Council Staff Report

January 13, 2026

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 No. 2026-082), in a form approved by the City Attorney, with POSM Software LLC for annual software licensing, maintenance, and technical support for the City's utilities televising van system, for a one-year term with automatic annual renewals unless terminated in writing by either party, with costs funded from Fund 410 (Water Quality Control)

2. NARRATIVE:

The Municipal Services Department operates a utilities televising van used to inspect water and wastewater infrastructure throughout the City. These inspections generate critical video and condition assessment data used to document system integrity, prioritize maintenance activities, and inform capital improvement planning.

POSM Software provides the proprietary platform used to store, manage, review, and analyze this inspection data. The software is fully integrated into the City's existing televising equipment and workflows, and serves as the City's central repository for pipeline inspection records. Continued access to POSM's software, updates, and technical support is necessary to maintain operational continuity, data integrity, and regulatory documentation.

The proposed agreement establishes a one-year term with automatic annual renewals, allowing the City to maintain uninterrupted access to the software while preserving the ability to terminate the agreement with thirty (30) days' written notice if services are no longer required or funding is unavailable. The agreement includes updated City standard terms addressing insurance, indemnification, public records compliance, pricing controls, and California venue and governing law, ensuring alignment with current City contracting requirements.

Approval of this agreement allows the Utilities Division to continue using a system that is already embedded in daily operations, avoids disruption to inspection activities, and eliminates the need for costly data migration or retraining associated with transitioning to a different platform.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The current annual cost of the agreement is $8,000, which will be funded through the Municipal Services Department's operating budget for software licensing, maintenance, and technical support within Fund 410 (Water Quality Control), account number 410-51-534.44030_042. Sufficient funds are available in the current fiscal year. While the initial annual cost is $8,000, the agreement allows for annual price increases upon renewal, subject to advance written notice and limitations tied to the San Francisco–Oakland

Consumer Price Index or the vendor's published pricing, whichever is lower, in accordance with the terms of the agreement.

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 2026-082 with POSM Software LLC

POSM Software LLC License

Customer Name:	City of Turlock, CA
Main Contact:	
Address:	156 S Broadway Ste 270, Turlock, CA 95380
Product Type:	POSM Professional, POSM Storage Server, POSM Pro and Storage Support
Product Key:	Pro Serial Numbers: 834969, 800202, Storage Reg. No.: 7432-5259-2432-3204
Contract Expiration:	December 3, 2025

Pipeline Observation System Management
Email » info@posmsoftware.com \\ Website » www.posmsoftware.com
Phone » 859-274-0041 \\ Fax » 707-238-1478

POSM Software LLC LICENSE AGREEMENT

READ THIS LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE DOWNLOADING, INSTALLING, UPDATING, OR USING POSM SUPPLIED SOFTWARE. THIS DOCUMENT CONSTITUTES AN AGREEMENT TO USE THE SOFTWARE ON THE TERMS AND CONDITIONS APPE/ARING BELOW.

BY DOWNLOADING, INSTALLING, UPDATING OR USING THE SOFTWARE YOU ARE CONSENTING TO BE BOUND BY THIS MAINTENANCE AND SUPPORT AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS LICENSE, THEN DO NOT DOWNLOAD, INSTALL, UPDATE OR USE THE SOFTWARE.

The following terms govern your use of the Software except to the extent a particular program (a) is the subject of a separate written agreement with POSM or its dealers or (b) includes a separate "click-on" license agreement as part of the installation and/or download process. To the extent of a conflict between the provisions of the foregoing documents, the order of precedence shall be (1) the written agreement, (2) the click-on agreement, and (3) this Software License.

This License Agreement is entered into between POSM, the Agent and/or the owner of all rights in respect of the software (herein referred to as "Licensor") of the one part and you, the licensee, on the other.

THIS AGREEMENT ("Agreement") is entered into on 01/13/2026 between POSM SOFTWARE LLC ("Licensor"), with its principal place of business located at 2145 Millsboro Rd. Mansfield OH 44906 (legal address: 7901 4th St. N. St. Petersburg, FL 33702) and City of Turlock, CA with its principal place of business located at: 156 S Broadway Ste 270, Turlock, CA 95380 .

RECITALS

WHEREAS, Licensor is engaged in the business of computer application development, including technical software support and maintenance,

WHEREAS, Licensor has created and implemented for Licensee certain software identified as PRO/Storage serial numbers: 800202, 834969

WHEREAS, Licensee will from time to time require maintenance and support regarding the use of the Software.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. **Scope of Services**
   Licensor agrees to perform, and Licensee agrees to accept, the maintenance and support services referred to in Exhibit A (Statement of Work) with respect to the Software.

2. **Price and Payment Terms**
   Licensee will pay Licensor for Licensor's work on the terms and conditions set forth in Exhibit A (Statement of Work). The price for the current term of support services is set at at total of $8000 and is due on or before the first day of service unless otherwise agreed upon by the parties in writing. Licensee shall receive an invoice for the total cost of pre-paid support services which will list the current annual price for each support service covered during the term.

3. **Term and Termination**
   Unless terminated as provided herein, this Agreement will renew automatically upon purchase of annual support. In the event of termination without cause, Licensee agrees to pay Licensor for all of Licensor's Work performed up to the date of termination, return all copies of the Software to Licensor without demand or notice, or (ii) permanently delete or destroy all copies of the Software in its possession and submit to Licensor a sworn affidavit signed by Licensee attesting to such destruction.

4. **Ownership of Intellectual Property**
   Licensor will retain ownership of all proprietary rights in Licensor's Licensed Product, including certain rights, if any, that Licensor has pursuant to license from another party. Upon full payment of the fees set forth in this Agreement, Licensor will grant to Licensee a non-exclusive license to use the Software, as modified or enhanced, in its own business. Licensee is not authorized to sell, license, or permit the use of the Software or rights thereto to any other person or firm.

5. **Confidential Information**
   a. All information or data (hereinafter “Confidential Information”) provided by, disseminated by, or relating to Licensor shall be confidential and proprietary. Licensee will hold such Confidential Information in confidence and will not disclose, distribute, or use Licensor’s Confidential Information unless required by law or court order.

   b. This obligation of confidentiality will extend for an indefinite period after the termination of this agreement but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. **Obligations of Licensor**
   a. Licensor will promptly notify Licensee of any material defects or malfunctions in the Software or related documentation that it learns from

any source.

b. Licensor will, from time to time, supply Licensee with copies of the Software and relevant documentation revised to reflect significant updates and enhancements to the software made by Licensor, if any, during the period of this Agreement. Such enhancements may include, without limitation, modifications to the Software that increase its speed, efficiency, and/or ease of operation. Licensor will supply copies of any of these updates and/or enhancements without additional charge, so long as maintenance and support agreement are current. Licensor will give reasonable assistance to Licensee in installing and operating any new release or enhancement, provided, however, that if such assistance is to be provided at Licensee's facility, such services will be charged at Licensor's then current consulting rate.

c. Within a reasonable time after being given written notice thereof, Licensor will correct inherent material errors in the Software that are not caused by Licensee's misuse, improper use, alteration, or damage of the Software.

d. Licensor will supply Licensee with reasonable means of accessing modifications and enhancements to the Software, including diskette, compact disk, USB flash drive or dongle, or through network download. Licensor is not obligated under this Agreement to perform on-site installation of modifications and enhancements.

7. **Warranty and Disclaimer**
The Software and support agreement are provided on an "AS IS" basis, without warranty of any kind, including without limitation the warranties of merchantability, fitness for a particular purpose and non-infringement. The entire risk as to the quality and performance of the Software is borne by you. Should the Software prove defective, you and not Licensor assume the entire cost of any service and repair. This disclaimer of warranty constitutes an essential part of the agreement.

8. **Limitation of Liability, Indemnification**
Neither party will be liable to the other for special, indirect, or consequential damages incurred or suffered by the other arising as a result of or related to the performance of Licensor's Work, whether in contract, tort, or otherwise, even if the other has been advised of the possibility of such loss or damages. **To the extent allowed by law and without waiving any legal immunities that may apply,** Licensee will indemnify and hold Licensor harmless against any claims incurred by Licensor arising out of or in conjunction with Licensee's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Licensor's total liability under this Agreement with respect to

the Work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Licensee to Licensor during the six (6) month period prior to the date the claim arises.

9. **Relation of Parties**
   The performance by Licensor of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between Licensor and Licensee, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

10. **Non-assignment**
    Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without prior written consent of the other party, which may be withheld for any reason.

11. **Arbitration**
    Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

12. **Attorneys' Fees**
    If any party should bring an action or suit for recovery of any sum due under this Agreement, or because of the breach of any provisions of this Agreement, or for any other relief, or in the event of any other arbitration or litigation between the parties with respect to this Agreement, then all costs and expenses, including collection agency fees and reasonable attorneys' fees incurred by the prevailing party in such litigation, court proceeding, appeal, petition for review therefrom or in any proceeding before a U.S. Bankruptcy Court, shall be paid by the other party, such amount to be set by the court before which the matter is heard, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

13. **Severability**
    If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

14. **Force Majeure**
    Neither party will be held responsible for any delay or failure in performance of

any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

15. **No Waiver**
    The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

16. **Whenever notice is required to be given under this Agreement, a writing signed by an officer of the party serving such notice, and mailed by certified mail, return receipt requested, to the other party, shall be deemed good and sufficient notice. Such notices shall be addressed to the Licensor at: POSM Software LLC, 7901 4th St. N. St, Petersburg, FL 33702, and to the Licensee at** 156 S Broadway, Ste 270, Turlock, California 95380**.**

17. **Entire Agreement**
    This Agreement together with **purchase order and/or** any attachments, **including Licensee's Addendum,** referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations, or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein and by using POSM Software adhere to this agreement.

Licensor:
Printed Name: **Robert M. Katter** **Date:** 12/12/2025

Signature:

Title: **President, POSM Software LLC**

Licensee:
Printed Name: _____ **Date:** _____

Signature: _____

Pipeline Observation System Management
Email » info@posmsoftware.com \\ Website » www.posmsoftware.com
Phone » 859-274-0041 \\ Fax » 707-238-1478

EXHIBIT A: STATEMENT OF WORK

TABLE OF CONTENTS

PREAMABLE

1.0 Technical Support
2.0 Payment
3.0 Supporting Documentation
4.0 Expenses and Taxes

PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

1.0 Technical Support

Licensee will be provided with exclusive benefits from POSM Software LLC, including and not limited to, new releases, updates, customized reports using POSM Database Template Editor, and a free ESRI GIS database conversion to be exported into POSM Pro (limit 1 free conversion per Licensee, not based on number of licenses and support contracts). Licensee will also be provided technical assistance with POSM Software via telephone support, online remote support (if supported), and online training modules, Monday-Friday 7:00 am – 7:00 pm, EST. POSM Software LLC will be closed in honor of the following major holidays: Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas, and New Years. Licensee may be eligible for free ESRI GIS database conversion if Licensee falls within POSM Software LLC's certified map. For a copy of the certified map, please contact POSM telephone support.

In the event a call is not answered immediately by POSM Support, please leave a detailed message and a support representative will be contact as soon as possible. This support contract does not include onsite travel, in the event onsite travel is requested, a separate charge will apply.

POSM Software LLC is not responsible for loss of data, software or hardware failure; all hardware is deemed the responsibility of the original manufacturer.

2.0 Payment

Payment is due on or before the contract start date. Licensee may not withhold any amounts due hereunder and Licensor reserves the right to cease work without

prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and a half (1.5) percent per month or fraction thereof until paid.

3.0 Supporting Documentation

The POSM Manual, POSM License Agreement & POSM demo videos can be located on the following website: http://posm.us.

4.0 Expenses and Taxes

Prices quoted for Services do not include, and Licensee will reimburse, Licensor for its reasonable and necessary cost of travel and out-of-pocket costs for photocopying, overnight courier, unusual long-distance telephone, and the like. All reimbursable, non-local trips must be approved by Licensee before commencing. Any applicable sales tax is to be paid by Licensee.

ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES

Licensor: POSM Software LLC **Date: January 13, 2026**

City Contract No. 2026-082 **Scope of Work: POSM Professional Support and Storage**

1. INSURANCE:

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

(a) Commercial General Liability Insurance: Licensor 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 One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) general aggregate, and One Million Dollars ($1,000,000) 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.

(b) Workers' Compensation Insurance: Licensor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars ($1,000,000) each accident or disease. Licensor 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) Commercial Automobile Liability Insurance: {Intentionally Omitted}

(d) Cyber Liability Insurance: {Intentionally Omitted}

(e) Builder's Risk Insurance: {Intentionally Omitted}

(f) Licensors Pollution Insurance: {Intentionally Omitted}

(g) Professional Liability Insurance: {Intentionally Omitted}

(h) Umbrella or Excess Policy: Licensor 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 policies of insurance. No coverage or policies maintained by the City ("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 Licensor's primary and excess liability policies are exhausted.

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

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

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Licensor, including materials, parts or equipment furnished in connection with such work or operations. The coverage shall be provided in the form of an endorsement to Licensor's insurance (at least as broad as ISO CG 20 10 for ongoing operations and CG 20 37 for products/completed operations for construction services).

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

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

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

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

(1) Additional Insurance Requirements: Within five (5) days of the Effective Date, Licensor 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 Licensor 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 a carrier will not provide the required notice of cancellation, the Licensor shall provide written notice to the City no later 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 Licensor and shall be endorsed to state such; (c) name City of Turlock as a certificate holder; (d) cover products and completed operations of Licensor, premises owned, occupied, or used by the Licensor, or automobiles owned, leased, or hired or borrowed by the Licensor; 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 Licensor'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.

(l) Waiver of Subrogation: With the exception of professional liability, Licensor hereby agrees to waive subrogation which any insurer of Licensor may acquire from Licensor 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 Licensor, its agents, employees, independent contractors and subcontractors. Licensor shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Licensor agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

(m) Subcontractors: Licensor shall ensure all subcontractors furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(n) Surety Bonds: {Intentionally Omitted}

2. INDEMNIFICATION:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Licensor's Services, to the fullest extent permitted by law, Licensor shall indemnify, protect, 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 and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Licensor (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Licensor (and its Subcontractors) and the City in the performance of professional services under this Agreement. Licensor shall not be obligated to defend or indemnify City for the City's own negligence or for the negligence of others.

Indemnity for other than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Licensor 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 Licensor or by any individual or agency for which Licensor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Licensor.

3. BUSINESS LICENSE: Licensor shall obtain a business license from City before they commence performance of the Services.

4. TERM: The term of this Agreement shall be one (1) year, effective January 13, 2026, and terminating on January 13, 2027, subject to the City's availability of funds, and shall automatically renew for successive one-year terms unless earlier terminated in accordance with this Agreement.

5. VOLUNTARY TERMINATION: Either party may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to the other party.

6. COMPENSATION. City shall pay Licensor according to the rates and timing set forth in the Agreement. On each anniversary date of the Effective Date, Licensor 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 Licensor's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable.

7. CONFLICT: Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall prevail.

8. CONFIDENTIALITY AND CALIFORNIA PUBLIC RECORDS ACT COMPLIANCE: Notwithstanding Section five (5) of Licensor's Agreement, Licensor understands and agrees that City must comply with the California Public Records Act, California Government Code section 7920 et seq. which may affect or limit City's obligations under Section five (5).

9. EXECUTION AND COUNTERPARTS. This Addendum 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 Addendum 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 Addendum or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

10. GOVERNING LAW: This Addendum shall be interpreted, construed, and governed according to the laws of the State of California, and venue for all actions arising from or related to this Agreement shall be in the County of Stanislaus, State of California.

11. CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Carlos Guerrero, Utilities Manager
City of Turlock Municipal Services – Utilities Division
156 S. Broadway, Suite 270
Turlock, California 95380
Telephone Number: (209) 668-5590
E-mail Address: cguerrero@turlock.ca.us

[Signatures on Following Page]

ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES

Licensor: POSM Software LLC **Date: January 13, 2026**

City Contract No. 2026-082 **Scope of Work: POSM Professional Support and Storage**

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

CITY OF TURLOCK, a California municipal corporation

By: _____
Susan E. Borrego, Interim City Manager

Date: _____

By: _____
Christopher Fisher, Municipal Services Director

POSM Software LLC, a limited liability company

Robert M. Katter

By: _____

Title: President

Print name: Robert M. Katter

Date: 01/08/2026

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

City Council Staff Report

January 13, 2026

From:	Christopher Fisher, Municipal Services Director
Prepared by:	James Governale, Administrative Analyst
Agendized by:	Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Ordinance: Second and final reading of an ordinance amending Turlock Municipal Code Title 7 (Public Works), Chapter 7-2 (Street Improvements), Article 6 (Miscellaneous Provisions), and amending Chapter 7-6 (Sidewalk Maintenance and Repair Obligations)

2. NARRATIVE:

Since 1941, California Streets and Highways Code has required property owners to maintain sidewalks adjacent to their property in a condition that does not endanger persons or interfere with public use. Turlock Municipal Code (TMC) echoes this requirement in Section 7-2-601, placing the responsibility for repair and maintenance of sidewalks, curbs, gutters, and driveway approaches on adjacent property owners.

Over the years, Turlock City Councils have consistently reinforced this principle through ordinances and programs designed to support sidewalk maintenance and repair. These include various initiatives adopted in 1992, 2012, 2013, 2016, 2017, and 2025, as well as measures authorizing liens against properties when repairs were not completed promptly or properly, such as those enacted in 1976, 1988, 1990, 2014, and 2015. Each Council has made steady progress toward stronger and more consistent enforcement, recognizing the importance of maintaining safe and accessible pedestrian infrastructure for all residents.

<u>Responsibility for Maintenance</u>

Balancing accessibility, public safety, and affordability with regard to sidewalks is always a challenge. While shifting the responsibility for all sidewalk maintenance to the City might appear attractive to some, there are many reasons that shifting responsibility to the City is not advised:

- Adjacent property owners are in a better position to “repair” defective sidewalks because it is adjacent to their property, and they will have knowledge of the defect before the City.
- Adjacent property owners receive a special benefit of safe sidewalks (providing safe access and walkability).
- The City has hundreds of miles of sidewalks and it is difficult for the City to monitor the condition of all sidewalks.
- The cost to the City to maintain all sidewalks is expected to be tens of millions of dollars annually; prevailing wage requirements make City-managed repairs a minimum of 30–40% more expensive than privately contracted work. The fiscal impact could include either:
    - Halting some or all currently-appropriate sources of funding and shifting the focus from wherever they are (could be road construction, pothole repair,

public safety, recreation, park maintenance, and many more) to sidewalk maintenance, and/or
- Levying a new tax in order to retain current services and taking on sidewalk maintenance, repair, and replacement, as necessary.

As with all financial decisions that the City makes, a "yes" to one thing is a "no" to something else; all in all, the fiscal impact to Turlock residents or visitors at large is expected to be far greater if the City were to take on all sidewalk maintenance and repair than if the duty to maintain remains with the respective property owner.

Enforcement Action

Past enforcement often involved sending notices, requiring property owners to make repairs, and, if necessary, completing the work and placing a lien on the property. This process was burdensome for all parties but necessary for the safety of pedestrians and compliance with the law. This was often made more complicated by damage caused by “street trees,” which the TMC requires property owners to maintain when such trees are adjacent to their property (TMC 7-7-206). If neglected or watered improperly, trees often cause infrastructure damage.

Liability

Unrepaired sidewalks present serious liability risks for both the City and property owners. Lawsuits that name the City and not a property owner do not leave our residents unaffected - they affect taxpayers citywide. In the interest of being good stewards of public funds and acting in the interest of the residents of and visitors to Turlock, the City has a responsibility to maintain and strengthen our Turlock Municipal Code and enforcement action relative to sidewalk maintenance and repair.

Ordinance Text Clarifications

Following the first reading of the ordinance, staff, in coordination with special legal counsel, identified two minor grammatical corrections in the draft ordinance. These corrections consist of adding a missing conjunction in TMC Section 7-6-107(a)(2) and correcting a typographical error in TMC Section 7-6-113 to properly reference the “hearing officer.” No substantive changes to the ordinance are proposed. Pursuant to Government Code section 36934, corrections of typographical or clerical errors do not constitute alterations to an ordinance between readings. The revisions are limited solely to grammatical clarity and do not affect the intent, scope, or enforcement of the ordinance.

Proposed Actions

Accordingly, City staff engaged Jarvis Fay LLP, who advised the City to strengthen its ordinance, retain property owner responsibility, and, if desirable as a policy directive, provide targeted financial assistance. In looking at municipal counterparts around California, the advice they offered to staff is given and recommended in the interest of protecting the City and the residents of Turlock at large, increasing total benefit to all parties.

The City has already taken steps in this direction by taking the following actions:

1. Adopting Resolution 2025-072, which waives encroachment permit fees for sidewalk repairs using Gas Tax (Fund 217);
2. Adopting Resolution 2025-210, which adopted and funded an assistance program; and

3. Adopting Resolution 2025-211, which increased the commitment established in Resolution 2025-072 from $25,000 to $50,000.

Sidewalks are a vital part of Turlock's infrastructure, many of which are decades old and require either continued maintenance or repair. Staff recommend approval of the ordinance to implement a lawful, fair, and sustainable sidewalk repair program.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The fiscal impact of the Ordinance is an expected increase to encroachment permits, generating revenue to the General Fund (110-40-410.35191 – Utility Co. Inspection Permit Fee). This increase will likely be reduced by the revenue provided from the program that offsets encroachment fees for qualifying frontage repairs with funds from Fund 217 (Gas Tax).

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 (revised)
2. TMC 7-2 Article 6 and TMC 7-6 (current)

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 7 (PUBLIC WORKS), CHAPTER 7-2 (STREET IMPROVEMENTS), ARTICLE 6 (MISCELLANEOUS PROVISIONS), AND AMENDING CHAPTER 7-6 (SIDEWALK MAINTENANCE AND REPAIR OBLIGATIONS)	} } } } } }	**ORDINANCE NO. 13XX-CS**

WHEREAS, sidewalks are an important piece of the City of Turlock's ("City") transportation network; and

WHEREAS, the City wants to ensure that all sidewalks are properly maintained and free of dangerous defects; and

WHEREAS, the timely maintenance and repair of sidewalks is essential to protect the health, welfare, and safety of Turlock residents, workers, and visitors from dangerous sidewalk defects; and

WHEREAS, a property owner adjacent to the sidewalk is in the best position to know of unsafe sidewalk conditions and to notify the City of the dangerous defect; and

WHEREAS, the California Streets and Highways Code provides that adjacent property owners owe a duty to the City to maintain sidewalks and repair dangerous sidewalk defects; and

WHEREAS, the City wishes to clarify that adjacent property owners are liable for injuries resulting from dangerous sidewalk defects; and

WHEREAS, the City wishes to amend the Turlock Municipal Code ("TMC") to codify an indemnification requirement for adjacent property owners should the City face legal liability resulting from an injury occurring as a result of a dangerous sidewalk defect; and

WHEREAS, the City wishes to establish a process whereby the City will notify property owners of the need to repair a sidewalk defect and if the owner fails to timely make the repairs, the City may make the repairs on their behalf and bill the owner for the costs through a notice of costs; and

WHEREAS, under this process, if the owner fails to pay the costs set forth in the notice of costs, the City may initiate proceedings to make the cost of the work performed by the City a lien against the property fronting the repaired sidewalk; and

WHEREAS, for transparency and ease of reference, the City wishes to restructure the TMC to move provisions related to sidewalk repair to in its own section of the Code.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. ENVIRONMENTAL DETERMINATION: The Ordinance has been reviewed with respect to applicability of CEQA and the CEQA Guidelines. The Ordinance is not a project

under CEQA Guidelines Section 15378(b)(5) because the Ordinance is an administrative activity that does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

SECTION 2. AMENDMENT: Title 7, Chapter 7-2, Article 6, shall hereby be amended to read as follows:

Chapter 7-2
STREET IMPROVEMENTS

Article 6. Miscellaneous Provisions

7-2-601 Maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches

[REPEALED]

7-2-602 Exceptions to provisions.

(a) None of the provisions of this chapter, with respect to construction only, shall apply to any streets or portions of streets which may be determined by the Council to have reached a stage of improvement under the provisions of previous regulations which would cause a state of undue hardship or hazard to result from compliance with the provisions of this chapter.

(b) None of the provisions of this chapter, except the minimum location, testing, inspection, fee, and construction standards, shall apply to the following:

(1) Public utility structures, such as street lights and telephone and power lines; and

(2) Street signs, mailboxes, traffic signs, or other installations made by State or Federal governmental agencies.

7-2-603 Approval by the Building Official.

The Building Official shall deny the final approval of any building or its occupancy until the work required by the provisions of this chapter is completed or construction is guaranteed within a specified time limit approved by the City Engineer by an improvement security. Such improvement security shall be approved by the City Attorney in an amount to be fixed by the City Engineer in accordance with the criteria set forth in TMC 7-2-502.

7-2-604 Nuisances: Abatement.

The construction, repair, or maintenance of any sidewalk area, or failure to construct, repair or maintain any sidewalk area in violation of the provisions of this chapter is hereby declared to be a nuisance. The adjacent property owner shall be notified of the violation and shall be requested to apply for an encroachment permit and to correct the violation. On the owner's failure to obtain an encroachment permit and correct the violation within forty-five (45) days after such notification, abatement proceedings may be instituted in accordance with the provisions of Chapter 5-5 TMC.

SECTION 3. AMENDMENT: Title 7, Chapter 7-6, shall hereby be amended in its entirety to read as follows:

Chapter 7-6
SIDEWALK MAINTENANCE AND REPAIR OBLIGATIONS

Article 1. Miscellaneous Provisions

7-6-101 Purpose of article.

It is the purpose of this article to provide sidewalk repair policies which are alternative and supplementary to the policies set forth in Chapter 22 of Division 7, Part 3, of the Streets and Highways Code of the State, commencing at Section 5600, as those sections now exist or may hereafter be amended or renumbered. In the event of any conflict between the provisions of said Chapter 22 of Division 7, Part 3, of the Streets and Highways Code of the State and this Code, the provisions of this Code shall control.

7-6-102 Definitions.

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

(a) “City” shall mean the City of Turlock.

(b) “Defective sidewalk” shall mean a sidewalk where, in the judgment of the City, the vertical or horizontal line or grade is altered or displaced or such other condition exists that interferes with the public convenience in the use of the sidewalk.

(c) “Planting strip” shall mean that portion of the sidewalk planting strip not required for sidewalk, driveway, or curb use.

(d) “Property owner” or “owner” shall mean the owner of the real property, or the owner of the property adjacent to the right-of-way, in accordance with Chapter 22 of Division 7, Part 3, of the Streets and Highways Code. For the purposes of this article, “property owner” or “owner” may refer to one or multiple property owners.

(e) “Sidewalk” shall mean that portion of the sidewalk planting strip established for pedestrian use. In those areas where a sidewalk does not exist, the City Engineer shall determine the location of the sidewalk area.

(f) “Sidewalk planting strip” shall mean that portion of the street right-of-way between the property line and the curb line.

7-6-103 Maintenance and repair of sidewalks.

(a) The property owner of lots or portions of lots adjacent to or fronting on any portion of a sidewalk area between the property line of the lots and the street line, including parking strips, sidewalks, curbs, gutters, curb cuts, and driveway approaches and persons in possession of such lots by virtue of any permit or right shall repair defective sidewalks and maintain such sidewalk areas in a nondangerous condition and pay the costs and expenses therefor, including a charge for the City of Turlock’s costs of inspection and administration or handling of any lien placed on the property due to failure of the property owner to promptly pay such assessments.

(b) Maintenance and repair of sidewalk area shall include, but not be limited to, maintenance and repair of surfaces including grinding, removal and replacement of sidewalks, repair and maintenance of curb and gutters, removal and filling or replacement of parking strips, removal of weeds and/or debris, tree root pruning and installing root barriers, trimming of shrubs and/or ground cover, and trimming shrubs within the area between the property line of the adjacent

property and the street pavement line, including parking strips and curbs, so that the sidewalk area will remain in a condition that is not dangerous to property or to persons using the sidewalk in a reasonable manner and will be in a condition which will not interfere with the public convenience in the use of said sidewalk area.

(c) In conjunction with any sale or transfer of real property and using the Local Option Real Estate Transfer Disclosure Statement form set forth in Civil Code Section 1102.6a, the seller/transferor shall provide notice of the maintenance and repair obligations set forth in TMC Chapter 7-6 to the buyer/transferee. The notice shall, at a minimum, include the following language:

> The owners of lots or portions of lots adjacent to or fronting on any portion of a sidewalk area between the property line of the lots and the street line, including parking strips, sidewalks, curbs, gutters, curb cuts, and driveway approaches and persons in possession of such lots by virtue of any permit or right shall repair and maintain such sidewalk areas and pay the costs and expenses therefor, including a charge for the City of Turlock's costs of inspection and administration or handling of any lien placed on the property due to failure of the property owner to promptly pay such assessments.

(d) To provide all property owners with notice of his/her obligation to maintain and repair his/her sidewalk area as set forth in this article, the ordinance codified in this chapter shall be recorded with the County Clerk of the County of Stanislaus.

7-6-104 Liability for injuries to public.

The property owner required under this section to maintain and repair the sidewalk area shall owe a duty to members of the public to keep and maintain the sidewalk area in a safe and nondangerous condition. If, as a result of the failure of any property owner to maintain the sidewalk area in such a nondangerous condition as required, any person suffers injury or damage to person or property, the property owner shall be liable to such person for the resulting damages or injury. Any person who suffers injury or property damage as a result of the failure of the property owner to maintain the sidewalks and sidewalk areas shall have a cause of action for such injury or property damage against such property owner.

7-6-105 Indemnity.

A property owner shall defend and indemnify the City and its employees from any action, claim, or judgment, and any cost or expense incurred, including attorneys' fees, which arise from the property owner's failure to maintain and repair the sidewalk as required in this section. Nothing in this section creates an obligation on an owner to defend or indemnify the City from any action, claim or judgment to the extent any employee or instrumentality of the City caused the defective sidewalk which resulted in the claimant's injuries or damage.

7-6-106 Notice to repair.

(a) When the City has actual notice of the existence of a defective sidewalk, the City may give written notice to the owner of the lot, lots or portion of the lot fronting the defective sidewalk to repair the defective sidewalk. The City may also give notice to the person in possession of the lot, lots or portion of the lot, in addition to the notice given to the owner of the lot.

(b) This provision does not restrict the City's ability to send any additional notices to repair to the owner of the lot, lots or portion of the lot fronting the defective sidewalk to repair the defective sidewalk.

7-6-107 Service of notice.

(a) The notice to repair shall be served on the owner by any of the following methods:

(1) Mailing an initial notice to the owner by first class mail, postage prepaid, to the address of the owner as set forth on the last equalized assessment roll and mailing a second notice, not less than seven (7) or more than ten (10) days after the mailing of the initial notice to repair. The second notice to repair shall be marked "Second Notice."; or

(2) Posting the notice in a conspicuous place at the lot or lots fronting the defective sidewalk and mailing notice to the owner by first class mail, postage prepaid, to the address of the owner as set forth in the last equalized assessment roll.

7-6-108 Contents of notice.

(a) The notice to repair shall, at a minimum, contain the following information:

(1) That the sidewalk is a defective sidewalk;

(2) The nature of the work required to be done;

(3) The manner in which the work is to be done, including the specifications required by the City as to materials and workmanship;

(4) That if the repair is not commenced within the time as specified by the notice, or once commenced is not completed diligently and without interruption, the City may commence and complete the repair and the cost thereof shall become a lien on the lot or lots of the owner fronting the defective sidewalk; and

(5) Provide that the owner may elect to perform the repairs him or herself, have the work performed by a licensed contractor, or have the work performed by the City, through a contractor selected by the City or with City employees.

(b) Notwithstanding the provisions of the Streets and Highways Code, the City Manager or his designee may in their discretion, and for sufficient cause, extend the period by 90 days, or further if determined by the City Manager to be necessary, in which required maintenance and repair of sidewalk areas must commence.

7-6-109 Failure to make required repairs.

(a) If, after the owner has been notified of its obligation, the owner fails to make the repairs within the time established as required by the City's notice to repair, the City may repair the sidewalk. The cost of such repair shall be an obligation to the City owed by the owner.

(b) Title Transfer. If the owner has received a notice to repair and has not completed the required sidewalk repairs, it must complete the repairs prior to transferring title associated with the sale of real property. "Title transfer" means the sale or transfer of an entire real property estate or the fee interest in that real property estate and does not include the sale or transfer of partial interest, including a leasehold. In addition, the following shall not be included: (1) transfer by a fiduciary in

the course of the administration of a decedent's estate, guardianship, conservatorship, or trust, (2) transfers from one (1) co-owner to one (1) or more other co-owners, or from one (1) or more co-owners into or from a revocable trust, if the trust is for the benefit of the grantor or grantors, (3) transfers made by a trustor to fund an inter vivos trust, (4) transfers made to a spouse, to a registered domestic partner as defined in Section 297 of the Family Code, or to a person or persons in the lineal line of consanguinity of one (1) or more of the transferors, (5) transfers between spouses or registered domestic partners resulting from a decree of dissolution of marriage or domestic partnership, or a decree of legal separation or from a property settlement agreement incidental to a decree, (6) transfers from property owners to any financial institution as a result of a foreclosure or similar process.

7-6-110 Payment of repairs; notice of cost.

(a) If the City has repaired the sidewalk in accordance with Section 7-6-109, the City shall give written notice to the owner of the lot, lots or portion of the lot fronting the defective sidewalk of the cost of all the work in connection with the repair of a defective sidewalk, including administrative and inspection costs.

(b) Upon receipt of a notice of cost described in subdivision (a), the owner is responsible to pay the total cost within the time specified in the City's notice of cost.

7-6-111 Assessing cost of sidewalk repairs upon nonpayment of invoice.

(a) If the owner has not provided payment within the time specified in the City's notice of cost, the City may initiate proceedings to make the cost of the work performed by the City a lien against the parcel(s) of property fronting the repaired sidewalk(s).

(b) The City shall issue a notice of lien to all owners who fail to pay for the work provided by the City for repair of a defective sidewalk. This notice shall provide a process whereby the owner may dispute the amount due with the Municipal Services Director (or their designee) by filing a protest; set forth a due date for payment; and provide a process for the owner to obtain a hearing before a hearing officer appointed by the City Manager (or their designee).

(c) The notice shall be served on the owner in accordance with TMC Section 7-6-107. The notice shall set the date and time by which a protest shall be filed with the Municipal Services Director (or their designee). No protest received after that date and time shall be considered.

7-6-112 Lien protest process.

In order for the owner to obtain a hearing before a hearing officer, the owner must first protest the charges with the Municipal Services Director (or their designee). A protest must be submitted in writing by way of personal delivery, email, fax, or mail. The Municipal Services Director (or their designee) will investigate the protest, and at the conclusion of the resolution process, a "finding of facts" letter will be prepared and served on the owner in accordance with TMC Section 7-6-107. If the owner disagrees with the Municipal Services Director's (or their designee's) findings, he or she may request a formal hearing before a hearing officer within the deadline set forth in the finding of facts. If the owner does not request a formal hearing by the deadline set forth in the finding of facts, the decision of the Municipal Services Director shall be final.

7-6-113 Notice of hearing.

The City shall cause notice of the hearing before the hearing officer to be served on the owner in accordance with TMC Section 7-6-107 not less than ten (10) days prior to the date of the hearing.

7-6-114 Hearing and decision.

At the time fixed for consideration of the protest, the hearing officer shall hear the matter from the Municipal Services Director (or their designee), together with any objections and evidence, of the owner(s) liable to be assessed for the cost of repair. The hearing officer shall follow, as nearly as practicable, those procedures that the City Council would have followed had it conducted the hearing. The hearing officer may make revisions, corrections, or modifications of the matter as the hearing officer may deem just, and shall submit a report (as revised, corrected or modified) to the City for adjustment and/or collection. The report shall specify the repairs which have been made, the costs of the repairs, describe the real property in front of which the repairs have been made and the assessment against each lot or parcel of land proposed to be levied to pay the cost thereof. The City shall serve the results of the hearing to the protesting owner in accordance with TMC Section 7-6-107.

7-6-115 Hearing before the City Council

Upon receipt of the Hearing Officer's report, the City Council shall schedule a public hearing at which it shall confirm, reject or modify the report. The City shall serve notice of the public hearing to all affected property owner(s) in accordance with TMC Section 7-6-107. The public hearing shall be limited to the issue of whether the hearing before the hearing officer was conducted in accordance with applicable City ordinances. Only the property owner(s) who both filed a protest and appeared before the hearing officer shall be permitted to protest at the City Council meeting. The decision of the Council as to whether to confirm, reject, or modify the report shall be final.

7-6-116 Assessment of costs of repair upon nonpayment of invoice.

In the event that the cost of repair to the sidewalk is not paid after the notice of cost, and a protest was not filed prior to the deadline or a protest was filed and denied, the City shall transmit to the Finance Director a statement of each such unpaid cost of repair. The Finance Director shall endeavor diligently to collect the same on behalf of the City.

7-6-117 Recording and release of lien.

(a) Sixty (60) days after the City Council adopts the report, the City will place a lien on the adjacent property in accordance with TMC 5-5-405.

(b) On payment of the amount owed, the City shall request that the County Recorder remove the lien.

7-6-118 City manager authority.

The City Manager shall have the authority to establish administrative policies and regulations, which may include, but is not limited to, a financial assistance program, that may be necessary to implement the provisions of this Chapter.

SECTION 4. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence,

clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of December, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 13th day of January, 2026.

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

Article 6
Miscellaneous Provisions

§ 7-2-601. Maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches.[1]

(a) Anything in this Code to the contrary notwithstanding, the maintenance and repair of sidewalk areas and the making, confirming, and collection of assessments for the cost and expenses of said maintenance and repair may be done and the proceedings therefor may be had and taken in accordance with Chapter 22 of Division 7, Part 3, of the Streets and Highways Code of the State as the same is now in effect or may hereafter be amended. In the event of any conflict between the provisions of said Chapter 22 of Division 7, Part 3, of the Streets and Highways Code of the State and this Code, the provisions of this Code shall control.

(b) The owners of lots or portions of lots adjacent to or fronting on any portion of a sidewalk area between the property line of the lots and the street line, including parking strips, sidewalks, curbs, gutters, curb cuts, and driveway approaches and persons in possession of such lots by virtue of any permit or right shall repair and maintain such sidewalk areas and pay the costs and expenses therefor, including a charge for the City of Turlock's costs of inspection and administration or handling of any lien placed on the property due to failure of the property owner to promptly pay such assessments.

(c) Maintenance and repair of sidewalk area shall include, but not be limited to, maintenance and repair of surfaces including grinding, removal and replacement of sidewalks, repair and maintenance of curb and gutters, removal and filling or replacement of parking strips, removal of weeds and/or debris, tree root pruning and installing root barriers, trimming of shrubs and/or ground cover, and trimming shrubs within the area between the property line of the adjacent property and the street pavement line, including parking strips and curbs, so that the sidewalk area will remain in a condition that is not dangerous to property or to persons using the sidewalk in a reasonable manner and will be in a condition which will not interfere with the public convenience in the use of said sidewalk area.

(d) The City Manager or his designee may in his or her discretion, and for sufficient cause, extend the period in which required maintenance and repair of sidewalk areas must commence by a period of not to exceed ninety (90) days.

(e) The property owner required under this section to maintain and repair the sidewalk area shall owe a duty to members of the public to keep and maintain the sidewalk area in a safe and nondangerous condition. If, as a result of the failure of any property owner to maintain the sidewalk area in such a nondangerous condition as required, any person suffers injury or damage to person or property, the property owner shall be liable to such person for the resulting damages or injury.

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1. Code reviser's note: Section 4 of Ord. 1219-CS provides: "The amendments set forth in this Ordinance, specifically Section 7-2-601 subsections (f) and (g), shall become operative on July 1, 2016."

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(f) In conjunction with any sale or transfer of real property and using the Local Option Real Estate Transfer Disclosure Statement form set forth in Civil Code Section 1102.6a, the seller/transferor shall provide notice of the maintenance and repair obligations set forth in this article to the buyer/transferee. The notice shall, at a minimum, include the following language:

> The owners of lots or portions of lots adjacent to or fronting on any portion of a sidewalk area between the property line of the lots and the street line, including parking strips, sidewalks, curbs, gutters, curb cuts, and driveway approaches and persons in possession of such lots by virtue of any permit or right shall repair and maintain such sidewalk areas and pay the costs and expenses therefor, including a charge for the City of Turlock's costs of inspection and administration or handling of any lien placed on the property due to failure of the property owner to promptly pay such assessments.

(g) To provide all property owners with notice of his/her obligation to maintain and repair his/her sidewalk area as set forth in this article, the ordinance codified in this chapter shall be recorded with the County Clerk of the County of Stanislaus.

(1171-CS, Amended, 07/10/2012; 1219-CS, Amended, 07/01/2016)

§ 7-2-602. Exceptions to provisions.

(a) None of the provisions of this chapter, with respect to construction only, shall apply to any streets or portions of streets which may be determined by the Council to have reached a stage of improvement under the provisions of previous regulations which would cause a state of undue hardship or hazard to result from compliance with the provisions of this chapter.

(b) None of the provisions of this chapter, except the minimum location, testing, inspection, fee, and construction standards, shall apply to the following:

(1) Public utility structures, such as street lights and telephone and power lines; and

(2) Street signs, mailboxes, traffic signs, or other installations made by State or Federal governmental agencies.

§ 7-2-603. Approval by the Building Official.

The Building Official shall deny the final approval of any building or its occupancy until the work required by the provisions of this chapter is completed or construction is guaranteed within a specified time limit approved by the City Engineer by an improvement security. Such improvement security shall be approved by the City Attorney in an amount to be fixed by the City Engineer in accordance with the criteria set forth in TMC 7-2-502.

§ 7-2-604. Nuisances: Abatement.

Construction in violation of the provisions of this chapter is hereby declared to be

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a nuisance. The adjacent property owner shall be notified of the violation and shall be requested to apply for an encroachment permit and to correct the violation. On the owner's failure to obtain an encroachment permit and correct the violation within forty-five (45) days after such notification, abatement proceedings may be instituted in accordance with the provisions of Chapter 5-5 TMC.

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CHAPTER 7-6
CONCRETE CURBS, GUTTERS, VALLEY GUTTERS, SIDEWALKS, AND DRIVEWAYS

(Repealed)

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City Council Staff Report

January 13, 2026

From:	Adrienne Werner, Development Services Director
Prepared by:	Kim Hammack, Staff Services Analyst
Agendized by:	Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Ordinance: Second and final reading of an Ordinance amending Turlock Municipal Code Title 8, Chapter 1, Article 1; Section 02, Chapter 2, Article 1, Section 02; Chapter 5, Article 1, Section 02 and Chapter 6 Article 1 Section 02 to adopt the 2025 California Building Standards Code.

2. NARRATIVE:

California's building codes (California Code of Regulations, Title 24) are adopted every three years with the last adoption in 2022. In accordance with Health and Safety Code 17950 and 18938(b), California Building Standards are applicable to all occupancies throughout California whether or not the local jurisdiction takes affirmative action to adopt those Building Standards.

The California Building Standards become effective January 1, 2026. However, State statute requires the local agency to adopt the California Building Standards. The Building Code adoption is contained in Title 8 of the Municipal Code.

The edits to the Municipal Code update the applicable Code year from 2022 to 2025. No other changes are proposed to the Municipal Code and no additional standards beyond those contained in the 2025 California Codes are proposed.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The implementation of the new code requires additional training for staff as well as the purchase of new code books. Adequate funding has beed budgeted to cover these expenses.

4. ENVIRONMENTAL DETERMINATION:

The recommended action does not constitute a project and will not create a physical impact on the environment or authorize any action that has the potential to impact the physical environment and would not make any changes in current policy or regulations; therefore, the proposed action is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3)(General Rule, No Environmental Impact) of the CEQA Guidelines.

5. ATTACHMENTS:

1. Building Code Adoption Ordinance 2025 pdf

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 8, CHAPTER 1, ARTICLE 1, SECTION 02; CHAPTER 2, ARTICLE 1, SECTION 02; CHAPTER 5, ARTICLE 1, SECTION 02 AND CHAPTER 6 ARTICLE 1 SECTION 02 TO ADOPT THE 2025 CALIFORIA BUILDING STANDARDS CODE	}	**ORDINANCE NO. -CS**

WHEREAS, every three years the State of California adopts updated building codes referred to as the California Building Standards Code for the protection of the public, and

WHEREAS, the City of Turlock is amending Title 8 Chapters 1, 2, 5, and 6 of the Turlock Municipal Code adopting by reference the following codes; and

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 8, Chapter 1, Article 1, Section 02, subsection a is hereby amended:

8-1-102 Adoption.

The following publications are hereby incorporated herein by reference and are adopted by the City of Turlock as the Building Code of the City of Turlock, except as expressly amended or superseded by the provisions of this chapter:

(a) Title 24, ~~2022~~ 2025 Edition, of the California Building Standards Code including the following parts:

(1) Part 1, California Administrative Code;

(2) Part 2, California Building Code, Volumes 1 and 2, Chapters 1 through 26, 31, Section 3109, and incorporating Appendix H, Signs, and Appendix I, Patio Covers;

(3) Part 2.5, California Residential Code, Chapters 1 through 10, and including Appendix H, Patio Covers, Appendix V, Swimming Pool Safety Act; and Appendix X (Emergency Housing);

(4) Part 3, California Electrical Code, including Informative Annex Chapters A, B, C and D;

(5) Part 4, California Mechanical Code, including Appendix Chapters A and B;

(6) Part 5, California Plumbing Code, including Appendix Chapters A, B, D and I;

(7) Part 6, California Energy Code, including Appendix Chapters;

(8) Part 8, California Historical Building Code, including Appendix Chapters;

(9) Part 10, California Existing Building Code, including Appendix Chapters;

(10) Part 11, California Green Building Standards Code, Chapters 1 through 8;

(11) Part 12, California Referenced Standards Code, including Appendix Chapter A;

(b) The Uniform Housing Code, 1997 Edition, as published by the International Conference of Building Officials;

(c) The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, as published by the International Conference of Building Officials;

(d) 2006 Property Maintenance Code, as published by the International Code Council (ICC).

One (1) copy of said California Building Standards Code and all other referenced publications, certified by the Clerk of said City of Turlock, is on file and will be kept on file for use and examination by the public in the office of the Chief Building Official in said City of Turlock, 156 South Broadway, Turlock, California.

SECTION 2. AMENDMENT: Title 8, Chapter 2, Article 1, Section 02, is hereby amended to read as follows:

8-2-02 Adoption of the Electrical Code of the City of Turlock.

The following publications are hereby incorporated herein by reference and adopted by the City of Turlock as the Electrical Code of the City of Turlock, except as expressly amended or superseded by the provisions of this chapter:

California Electrical Code, ~~2022~~ 2025 Edition, based on the ~~2020~~ 2023 National Electric Code, including Annex A, B, and C as published by National Fire Protection Association and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

One (1) copy of said California Electrical Code, certified by the Clerk of said City of Turlock, is on file and will be kept on file for use and examination by the public in the office of the Chief Building Official in said City of Turlock, 156 South Broadway, Turlock, California.

SECTION 3. AMENDMENT: Title 8, Chapter 5, Article 1, Section 02, is hereby amended to read as follows:

8-5-102 Adoption of the Plumbing Code of the City of Turlock.

The following publications are hereby incorporated herein by reference and adopted by the City of Turlock as the Plumbing Code of the City of Turlock, except as expressly amended or superseded by the provisions of this chapter:

California Plumbing Code, ~~2022~~ 2025 Edition, including Appendix A, B, D, and I based on the ~~2021~~ 2024 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

One (1) copy of said California Plumbing Code, ~~2022~~ 2025 Edition, is on file and will be kept on file for use and examination by the public in the office of the Chief Building Official in said City of Turlock, 156 South Broadway, Turlock, California.

SECTION 4 AMENDMENT: Title 8, Chapter 6, Article 1, Section 02, is hereby amended to read as follows:

8-6-102 Adoption of the Mechanical Code of the City of Turlock.

The following publications are hereby incorporated herein by reference and adopted by the City of Turlock as the Mechanical Code of the City of Turlock, except as expressly amended or superseded by the provisions of this chapter:

California Mechanical Code, ~~2022~~ 2025 Edition, including Appendix A, and Appendix B based on the ~~2021~~ 2024 Uniform Mechanical Code as published by the International

Association of Plumbing and Mechanical Officials, and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

One (1) copy of said California Mechanical Code, ~~2022~~ 2025 Edition, is on file and will be kept on file for use and examination by the public in the office of the Chief Building Official in said City of Turlock, 156 South Broadway, Turlock, California.

SECTION 5. 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 6. 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 13th day of January, 2026, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this 13th day of January, 2026.

_____

AMY BUBLAK, Mayor

ATTEST:

_____

Nichole Fiez, City Clerk,

City of Turlock, County of Stanislaus,

State of California

City Council Staff Report

January 13, 2026

From:	Adrienne Werner, Development Services Director
Prepared by:	Adrienne Werner, Development Services Director
Agendized by:	Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Confirmation: City Clerk confirms: a) Proof of Publication of Notice of Public Hearing; b) Signed Waiver and Consent; c) Completed and signed ballot; and d) Signed Certificate of Clerk Regarding Receipt of Property Owner Waiver and Consent Form and Ballot Declaring Election Results.

Resolution: Calling a Special Mailed-Ballot Election respecting proposed Annexation 40 to existing Community Facilities District Number 2 (Services Mitigation).

Resolution: Declaring the results of the Mailed-Ballot Election respecting proposed Annexation 40 to existing Community Facilities District Number 2 (Services Mitigation).

2. NARRATIVE:

The October 2004 Fiscal Impact Analysis of new residential development on General Fund supported services (police, fire, park maintenance, planning, etc.) concluded that General Fund revenues are inadequate to support both existing as well as General Plan levels of services. In response, the City Council adopted a policy (Resolution No. 2004-189) to require all new residential development not otherwise entitled by existing zoning to be included in a Community Facilities or Mello-Roos District as a condition of development. At its meeting of October 26, 2004, the City Council formed Turlock Community Facilities District No. 2 (CFD #2), to generate additional General Fund revenues from an additional tax imposed on new homes.

The existing CFD #2 was phased in over ten (10) years. The current (FY 2025/2026) rate for multi-family dwellings subject to CFD #2 is $595 per year and will increase 2% annually. A higher rate ($760 for year 2025/2026) is charged on single-family dwelling units. In 2013, the City Council authorized staff to hire Economic Planning Systems, Inc. to evaluate the adequacy of the tax under current economic and financial conditions. The evaluation found that the current CFD #2 tax rate is adequate to mitigate the public service impacts of new residential development. In conjunction with this evaluation, the City Council adopted an ordinance establishing the policies and procedures for annexation into CFD #2. The ordinance established that any residential project that could result in the development of one or more residential dwellings in the City limit requiring approval of a parcel map, subdivision map, general plan amendment, rezone, planned development, area-wide plan, annexation, or discretionary permit pursuant to TMC Title 11 (Subdivisions), Chapter 9-5 TMC (Administration), or TMC 9-2-113 (Planned developments), shall be subject to mitigating the increased demand on public services, including, but not limited to, police, fire and park maintenance by annexing into CFD #2.

Annexation No. 40 will annex one residential zoned parcel into CFD #2.

1. Vesting Tentative Parcel Map 2023-02 authorized the division of a 1.2-acre parcel located at 2831 N. Walnut Road, Stanislaus County Assessor's Parcel 088-008-068 into three individual residential parcels. Annexation into CFD #2 is required as a condition of approval for the parcel map.

In general, the annexation process is very much like the process to form CFD #2 – completion of the initial Resolution of Intention (ROI), public hearing notice, and public hearing and property owner election not less than 30 days after the Council's adoption of the ROI. Because there are less than 12 registered voters in the proposed annexed area, the election can be held immediately following the public hearing. A certification that there are 12 or fewer voters in the proposed annexation area has been filed with the City Clerk as required by law. The identified services funded by CFD #2, (police, fire, park maintenance, etc.) remain the same as identified in the initial formation of CFD #2.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The assessment fees for dwellings annexed into CFD #2 are not collected until the issuance of a Certificate of Occupancy for the dwelling. The approval and application of CFD #2 will increase revenues to fund General Fund supported services as the city's population increases from the development of new homes.

4. ENVIRONMENTAL DETERMINATION:

The recommended action does not constitute a project pursuant to the California Environmental Quality Act (CEQA) Section 15378. The proposed action would not make any changes in current policy or regulations.

5. ATTACHMENTS:

1. CFD 2 Annexation 40 Calling for Election Resolution
2. CFD 2 Annexation 40 Declaring Election Results Resolution
3. Boundary Map
4. Special Ballot
5. Waiver & Consent

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF CALLING A SPECIAL, MAILED-BALLOT ELECTION AND DECLARING THE RESULTS OF THE MAILED BALLOT ELECTION RESPECTING PROPOSED ANNEXATION NUMBER 40 FOR THE PROPERTY LOCATED AT 2831 N. WALNUT ROAD, STANISLAUS COUNTY APN 088-008-068 TO EXISTING COMMUNITY FACILITIES DISTRICT NUMBER 2 (SERVICES MITIGATION)	}	**RESOLUTION NO. 2026-**

WHEREAS, reference is made to the Resolution Declaring Intention to Order Annexation Number 40 (henceforth referred to as "the Resolution of Intention"), adopted by the City of Turlock City Council (Council) on December 9, 2025, to annex the SUBJECT PROPERTY, located at 2831 N. Walnut Road, Stanislaus County Assessor's Parcel 088-008-068, as shown on the attached maps (Attachment 1) to the Existing Community Facilities District No. 2 (Services Mitigation) for the description of the petition received from the owner of the SUBJECT PROPERTY which the Owner is requesting be annexed to the existing Community Facilities District No. 2 (Services Mitigation) ("CFD No. 2"); and

WHEREAS, the City of Turlock City Council scheduled this same date as the date for the public hearing with respect to the proposed annexation of the SUBJECT PROPERTY located at 2831 N. Walnut Road, Stanislaus County Assessor's Parcel 088-008-068, (the "Proposed Annexation"); and

WHEREAS, on this same date, at the time set for the public hearing by the Resolution of Intention, the City of Turlock City Council conducted the public hearing, and at the close of the public hearing the City of Turlock City Council determined that a majority protest under Section 53824 of the Government Code was not made at the hearing; and

WHEREAS, in order to proceed with the Proposed Annexation, as provided by the Resolution of Intention, the matter must be submitted to an election of the qualified electors in the territory of the SUBJECT PROPERTY, as provided in the form of special election ballot attached hereto as Exhibit A and by this reference incorporated herein; and

WHEREAS, a Certificate Regarding Registered Voters and Landowners (the "Certificate") has been filed with the City Clerk (the "Clerk"), certifying that at no time during the ninety days preceding the close of the protest hearing on this date, were there ever any persons registered to vote within the territory of the SUBJECT PROPERTY, with the result that, pursuant to Section 53826 of the Government Code, the qualified electors for the proposed special election shall be the Owners.

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

1. The City of Turlock City Council finds and determines that the foregoing recitals are true and correct.

2. The City of Turlock City Council accepts the Certificate heretofore filed in these proceedings and finds, in accordance therewith, that there presently are, and at all times during the ninety days just past there have been not been any registered voters residing within the boundaries of SUBJECT PROPERTY 2831 N. Walnut Road, Stanislaus County APN 088-008-068. Accordingly, under Section 53826 of the Government Code, the qualified electors for the proposed special election shall be the Owners.

3. The City of Turlock City Council further finds and determines that the Owners are the sole landowner of record of the SUBJECT PROPERTY and that the Certificate correctly sets forth the amount of PROPERTY owned by the Owner, the number of votes to which the Owner is entitled pursuant to said Section 53826 being said number of acres rounded up to the nearest whole integer.

4. The City of Turlock City Council further finds and determines that an authorized representative of the Owner has filed with the Clerk (a) the special election ballot pertaining to the SUBJECT PROPERTY and (b) waiver and consents, by which the time limits and related requirements respecting preparation and distribution of election materials are waived.

5. Pursuant to Sections 53826 and 53851 of the Government Code, the City of Turlock City Council hereby calls an election, to be held and conducted forthwith upon adoption of this resolution, and sets this same date as the election date. Pursuant to Section 53826 of the Government Code, the election shall be conducted by mailed ballot; provided that personal service of the ballot is permitted under the terms of the waiver and consent on file with the Clerk and shall therefore be permitted and ratified. The action of the Clerk in having made personal service of the ballot, in the form of Exhibit A, to the Owner is hereby ratified.

6. The measure to be submitted to the qualified electors of the SUBJECT PROPERTY shall be as set forth in Exhibit A.

7. The Clerk, having received the only eligible ballot prior to adoption of this resolution, shall immediately close the election and declare the results of the City Council.

8. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED at a meeting of the City Council of the City of Turlock this 13th day of January 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DECLARING THE RESULTS OF MAILED-BALLOT ELECTION RESPECTING PROPOSED ANNEXATION NUMBER 40 FOR THE PROPERTY LOCATED AT 2831 N. WALNUT AVENUE, STANISLAUS COUNTY APN 088-008-068 TO EXISTING COMMUNITY FACILITIES DISTRICT NUMBER 2 (SERVICES MITIGATION)	} } } } } }] }	**RESOLUTION NO. 2026**

WHEREAS, on this date, at the time set for the public hearing in the matter of annexing the SUBJECT PROPERTY located at 2831 N. Walnut Road, Stanislaus County Assessor's Parcel 088-008-068, as shown on the attached map (Attachments 1) to Community Facilities District No. 2 (Services Mitigation) ("CFD No. 2") by its Resolution Declaring Intention to Order Annexation No. 40 to Existing Community Facilities District No. 2, the City of Turlock City Council conducted the public hearing, and at the close of the public hearing, the City of Turlock City Council determined that a majority protest under Section 53339.6 of the Government Code was not made at the hearing; and

WHEREAS, at the conclusion of the public hearing, the City of Turlock City Council adopted its Resolution Calling Special Mailed-Ballot Election Respecting Proposed Annexation No. 40 to Existing Community Facilities District No. 2 (Services Mitigation) pursuant to Section 53339.7 of the Government Code; and

WHEREAS, by said resolution calling the election, the two questions of annexing the SUBJECT PROPERTY and levying a special tax as previously authorized for PROPERTY within CFD No. 2 were combined into a single ballot measure pursuant to Section 53353.5 of the Government Code, as provided in the form of special election ballot attached thereto as Exhibit A; and

WHEREAS, a Certificate of Clerk regarding Receipt of PROPERTY Owner Waiver and Consent Form and Ballot and Declaring Election Results, dated this same date (the "Clerk's Certificate"), executed by the City Clerk (the "Clerk"), has been filed with the City of Turlock City Council, certifying that a completed ballot has been returned to the Clerk for the sole landowner-voter eligible to cast a ballot in said special election, with all votes cast as "Yes" votes in favor of the ballot measure, and further certifying on said basis that the special mailed-ballot election was closed; and

WHEREAS, the City of Turlock City Council has received, reviewed and hereby accepts the Clerk's Certificate and wishes by this resolution to declare the results of the special mailed-ballot election.

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

1. The City of Turlock City Council finds and determines that the foregoing recitals are true and correct.

2. The City of Turlock City Council hereby finds and determines and declares that the ballot measure submitted to the qualified elector of CFD No. 2 has been passed and approved by that qualified elector in accordance with Sections 53339.8 and 53355 of the Government Code, and the SUBJECT PROPERTY is hereby declared annexed to CFD No. 2 and made subject to the special tax of CFD No. 2 in accordance with the rate and method of apportionment of special tax previously approved for CFD No. 2.

3. The City of Turlock City Council hereby authorizes and directs the Clerk to cause the following:

    a. The recordation with the Stanislaus County Recorder (the "County Recorder") of the map titled "Proposed Boundaries, Annexation No. 40, City of Turlock Community Facilities District No. 2 (Services Mitigation)," which map is on file with the Clerk; and

    b. The preparation and recordation with the County Recorder of a notice of special tax lien in accordance with the provisions of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Government Code. Said notice shall be recorded in said County Recorder's office within 15 days of today's date.

4. This resolution shall take effect from and after its adoption.

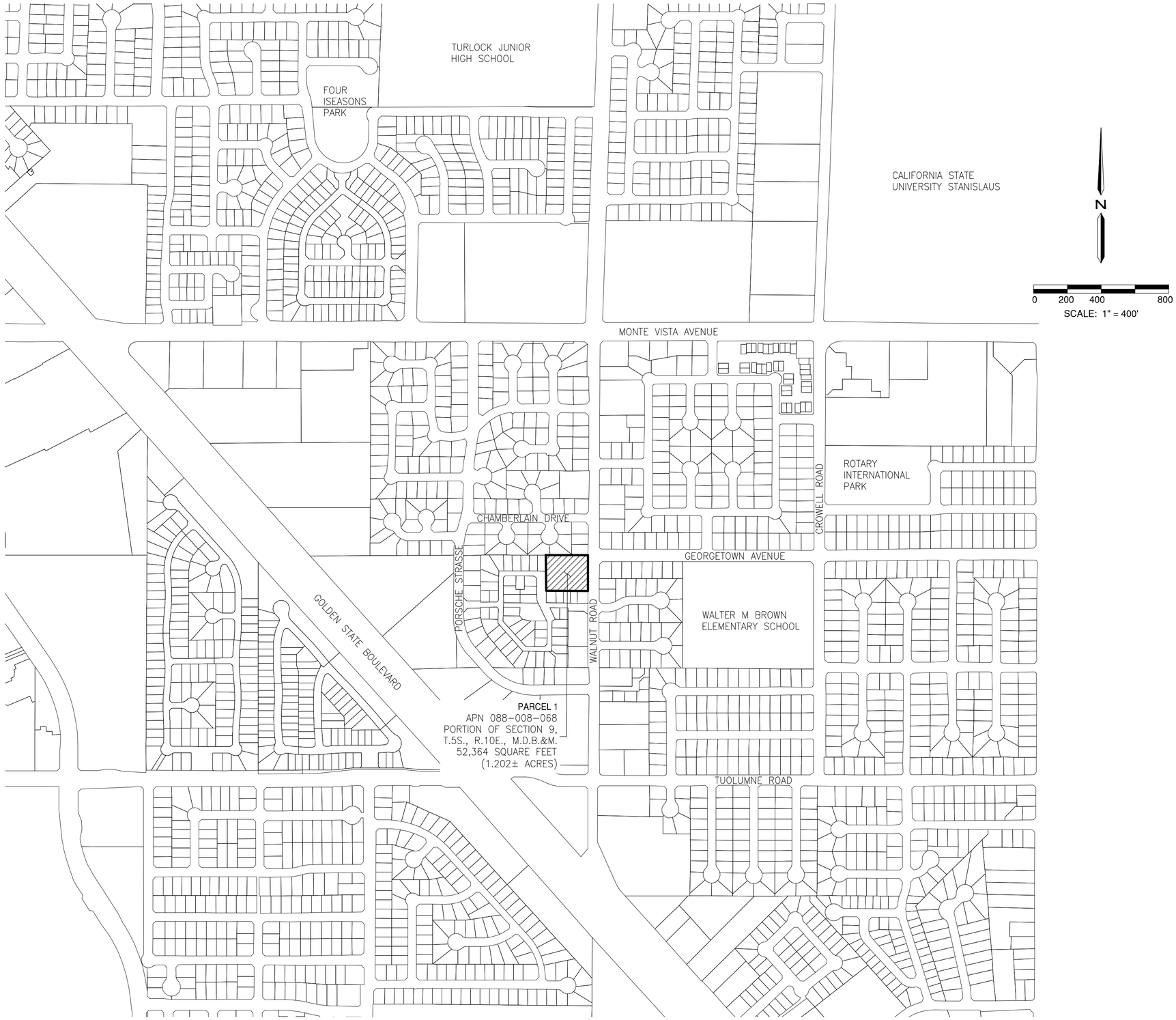
PASSED AND ADOPTED at a meeting of the City Council of the City of Turlock this 13th day of January 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____

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



PROPOSED BOUNDARIES OF CITY OF TURLOCK

COMMUNITY FACILITIES DISTRICT NO. 2

PORTION OF THE NE 1/4 OF SECTION 9,
TOWNSHIP 5 SOUTH, RANGE 10 EAST,
MOUNT DIABLO BASE AND MERIDIAN

ANNEXATION 40
COUNTY OF STANISLAUS, STATE OF CALIFORNIA
SEPTEMBER 12, 2025 SCALE 1" = 400'

CITY CLERK'S STATEMENT:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF TURLOCK, THIS _____ DAY OF _____, 2026.

BY: _____ ON: _____
NICHOLE FIEZ
CITY CLERK, CITY OF TURLOCK

I HEREBY CERTIFY THAT THE WITHIN MAP ALLOWING PROPOSED BOUNDARIES OF THE CITY OF TURLOCK, COMMUNITY FACILITIES DISTRICT NO. 12, CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF TURLOCK, AT A MEETING HELD ON THE _____ DAY OF _____, 2026, BY ITS RESOLUTION NO. _____.

BY: _____ ON: _____
NICHOLE FIEZ
CITY CLERK, CITY OF TURLOCK

COUNTY RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2026, AT THE HOUR OF _____O'CLOCK ___.M, IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA.

_____ BY: _____
DONNA LINDER
COUNTY RECORDER
ASSISTANT/DEPUTY RECORDER

_____
PRINT NAME

Westwood

Phone (209) 571-1765
1165 Scenic Drive, Suite A
Modesto, CA 95350
westwoodps.com

Westwood Professional Services, Inc.

J:_ODE\Modesto\42070 Weese Parcel Map\Survey\MapDwg\42070-CFD2_EXHIBIT_Mylar.dwg

EXHIBIT A

(Form of Special Election Ballot)

CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT NO. 2
(SERVICES MITIGATION)

ANNEXATION NO. 40

SPECIAL ELECTION BALLOT

(Mailed-Ballot Election)

This ballot is for the use of the authorized representative of the following owner of land within the City of Turlock Community Facilities District No. 2 ("CFD No. 2"):

Name of Landowner	Number of Acres Owned	Stanislaus County APN	Property Address	Total Votes (1 vote/acre or portion)
Kyler Weese	1.2 Acres	088-008-068	2831 N. Walnut Road	0

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the City Council (the "Council") of the City of Turlock (the "City"), the above-named landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by said landowner.

In order to be counted, this ballot must be executed and certified below and be returned to the City Clerk, either by mail or in person, prior to 10:00 A. M. on December 9, 2025, or as soon thereafter as the matter of the special election for Annexation No. 40 to CFD No. 2 shall be considered by the Council at its meeting on said date, to:

City Clerk
City of Turlock
156 South Broadway
Turlock, CA 95380

Mailing by **December 9, 2025** will not be sufficient. The ballot must be physically received by the Clerk prior to the deadline in order to be counted.

CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT NO. 2
(SERVICES MITIGATION)

ANNEXATION NO. 40

SPECIAL ELECTION BALLOT

Page 2

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT.

BALLOT MEASURE

	MARK "YES" OR "NO" WITH AN "X":
Shall the City Council of the City of Turlock be authorized to order the annexation of the property shown on the map titled "Proposed Boundaries, Annexation No. 38 to its existing Community Facilities District No. 2 ("CFD No. 2") and levy the special tax previously authorized for CFD No. 2 on said property to finance authorized services, all as specified in its resolutions pertaining thereto?	☒ YES ☐ NO

Certification for Special Election Ballot

The undersigned is an authorized representative of the above-named landowner and is legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/8/, 2025.

[Name of Owner]

By _____
(Signature)

Kyler Weese
(Print Name and Title)

In the event this Special Election Ballot is executed in reliance upon an "Appointment of Representative to Execute Waiver and Consent and to Cast Ballot," a photocopy of the dated and signed appointment form must be attached hereto prior to submission of this Special Election Ballot and the related Waiver and Consent to the Clerk.

CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT NO. 2
(SERVICES MITIGATION)

ANNEXATION NO. 40

WAIVER AND CONSENT
RESPECTING CONDUCT OF MAILED-BALLOT, LANDOWNER ELECTION

The undersigned is an authorized representative of the landowner indicated in the signature block below (the "Owner"), the sole owner of land (the "Subject Property") shown on the map entitled, "Proposed Boundaries, Annexation No. 40," and hereby consents to the annexation of the Subject Property by the City of Turlock (the "City") to its Community Facilities District No. 2 (Services Mitigation) ("CFD No. 2").

The undersigned is a person legally entitled and authorized to cast the ballots for the Owner in the mailed-ballot election to be conducted on December 9, 2025 to determine whether the Subject Property shall be annexed to CFD No. 2 and thereby made subject to the special tax of CFD No. 2 pursuant to the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following, California Government Code) (the "Act").

The undersigned, on behalf of the Owner, hereby waives (and, with respect to Item 4, agrees to) each of the following:

1. any and all minimum time periods relative to the landowner-voter election to be held pursuant to Government Code Section 53339.7 of the Act;

2. the preparation and distribution of an impartial analysis of the ballot measure, as well as arguments in favor and against, under the authority of Government Code Section 53327(b) of the Act;

3. the requirement to publish notice of the election under Government Code Section 53352 of the Act;

4. the requirements regarding the time to mail ballots to the qualified electors under Elections Code Section 4101, and agrees to accept either mailed service or personal service of the ballot;

5. the requirements regarding identification envelopes for the return of mailed ballots contained in Government Code Section 53327.5 of the Act; and

6. any and all defects in notice or procedure in the proceedings for the annexation of the Subject Property to CFD No. 2, including but not limited to the conduct of the election, whether known or unknown (other than the right to have ballots accurately counted).

CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT NO. 2
(SERVICES MITIGATION)

ANNEXATION NO. 40

WAIVER AND CONSENT
RESPECTING CONDUCT OF MAILED-BALLOT, LANDOWNER ELECTION

The undersigned expressly acknowledges, represents and states that the election is being expedited by the City, pursuant to this waiver and consent, at the particular instance and request of the Owner.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and that this declaration is executed on 10/8, 2025.

[Name of Owner]

By _____
(Signature)

Kyler Weese (Owner)
(Print Name and Title)

In the event this Waiver and Consent is executed in reliance upon an "Appointment of Representative to Execute Waiver and Consent and to Cast Ballot," a photocopy of the dated and signed appointment form must be attached hereto prior to submission of this Waiver and Consent and the related Special Election Ballot to the Clerk.

City Council Staff Report

January 13, 2026

From:	Paul Loehr, Risk Management Director
Prepared by:	Paul Loehr, Risk Management Director
Agendized by:	Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorize the Interm City Manager to enter into another agreement with Legacy Health Endowment for the City to continue to support the Person-Centered Care Program from January 1, 2026 to December 31, 2026 and appropriate $300,000 from Fund 119 "American Rescue Plan Act" unassigned reserve to account 119-10-188.43060_000 “Contract Services General.”

2. NARRATIVE:

The City’s participation in the Person-Centered Care Program started as a recommendation in a report from the City’s Ad Hoc Committee on the Homeless that was presented to the City Council on February 22, 2022. Contained within that report was a recommendation to prevent additional homelessness by supporting Legacy Health Endowment's (LHE) program for respite care and homemaker services for families in need. As noted in the report, the need to assist families caring for aging parents, a spouse or partner with dementia or Alzheimer’s, or families caring for a disabled child or adult increases as the City's population ages in place. This program provides those eligible residents with respite care and homemaker services at no cost.

On May 24, 2022, the City Council initially approved a $200,000 grant using City American Rescue Plan Act (ARPA) funds to supplement the $650,000 funding that LHE secured to implement a pilot program to provide Person-Centered Care services to qualifying individuals and families. The $200,000 provided by the City was used to increase the program scope solely for residents of Turlock. The goal of the program was, and still remains, to prevent residents who live at home from being unnecessarily displaced into long-term care facilities or homelessness by providing respite care and homemaker services to them at home. On October 10, 2023, the City Council approved another agreement with LHE to continue support for the Person-Centered Care Program for an additional year from October 1, 2023 to September 30, 2024. A budget appropriation was approved in the amount of $400,000 from ARPA funds to pay for these services. Finally, on August 27, 2024, the City Council approved the most recent request to continue support for the Person-Centered Care Program for another year from October 1, 2024 to September 30, 2025 using ARPA funding in the amount of $400,000.

As previously reported, eligible seniors and disabled Turlock residents qualify for services that range from respite care, homemaker services, mental health assistance, palliative care, food assistance, medication assistance, home modifications, durable medical equipment support, and access to primary care providers through this program. The program aims to provide an added layer of support for families who are caring for aging or chronically ill individuals at home by increasing their access to medical and nonmedical resources and services in the community. Jeffrey Lewis, President and Chief Executive Officer of LHE, will

provide an update of the program at the City Council meeting. In terms of the program demographics, 69 participants are currently being served in Turlock, with 62% of those enrolled in the program being female and the average age of enrollees being 76 years old. It is worth mentioning that 81% of Turlock enrollees reported two or more chronic conditions and 92% of enrollees reported needing assistance with two or more Activities of Daily Living (ADL). Mr. Lewis' update will include additional information on program demographics, participant comorbidities and ADLs, program results, program costs, a participant story, and the positive impact of the program.

3. FISCAL IMPACT / BUDGET AMENDMENT:

A budget appropriation is necessary in the amount of $300,000 to fund the program as requested. The City Council has the option to appropriate unrestricted reserves from Fund 119 “American Rescue Plan Act” to account 119-10-188.43060_000 “Contract Services General” for the one-year term of 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. Resolution - Agreement for Person-Centered Care Program 1-13-2026
2. Agreement - Person-Centered Care Program 1-13-2026
3. LHE PCC 12 23 25

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO ANOTHER AGREEMENT WITH LEGACY HEALTH ENDOWMENT FOR THE CITY TO CONTINUE TO SUPPORT THE PERSON-CENTERED CARE PROGRAM FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 AND APPROPRIATE $300,000 FROM FUND 119 "AMERICAN RESCUE PLAN ACT" UNASSIGNED RESERVE TO EXPENSE ACCOUNT NUMBER 119-10-188.43060_000 "CONTRACT SERVICES GENERAL"	}	**RESOLUTION NO. 2026-**

WHEREAS, the City's participation in the Person-Centered Care Program started as a recommendation in a report from the City's Ad Hoc Committee on the Homeless that was presented to the City Council on February 22, 2022. Contained within that report was a recommendation to prevent additional homelessness by supporting Legacy health Endowment's (LHE's) program for respite care and homemaker services for families in need. As noted in the report, the need to assist families caring for aging parents, a spouse or partner with dementia or Alzheimer's, or families caring for a disabled child or adult increases as the City's population ages in place. This program provides those eligible residents with respite care and homemaker services at no cost; and

WHEREAS, on May 24, 2022, the City Council approved a $200,000 grant from City American Rescue Plan Act (ARPA) funds to supplement the $650,000 funding that LHE secured to implement a pilot program to provide Person-Centered Care services to qualifying individuals and families. The $200,000 provided by the City was used to increase the program scope solely for residents of Turlock. The goal of the program was, and still remains, to prevent residents who live at home from being unnecessarily displaced into long-term care facilities or homelessness by providing respite care and homemaker services to them at home.

WHEREAS, on October 10, 2023, the City Council approved another agreement with LHE to continue to support the Person-Centered Care Program for an additional year from October 1, 2023 to September 30, 2024. A budget appropriate was approved in the amount of $400,000 from ARPA funds to pay for these services;

WHEREAS, on August 27, 2024, the City Council approved the most recent request to continue support for the Person-Centered Care Program for another year from October 1, 2024 to September 30, 2025 using ARPA funding in the amount of $400,000.

WHEREAS, this request is to continue to support the Person-Centered Care Pilot Program for another year from January 1, 2026 to December 31, 2026 by approving another City-provided grant in the amount of $300,000 using ARPA funding.

WHEREAS, included with this report is an annual update from Jeffrey Lewis with LHE on the Person-Centered Care Program. As reported, eligible seniors and disabled Turlock residents qualify for services that range from respite care, homemaker services, mental health assistance, palliative care, food assistance, medication assistance, home modifications, durable medical equipment support, and access to primary care providers through this program. The program aims to provide an added layer of support for families who are caring for aging or chronically ill individuals at home by increasing their access to medical and nonmedical resources and services in the community; and

WHEREAS, in terms of the program demographics, 69 participants are currently being served in Turlock, with 62% of those enrolled in the program being female and the average age of enrollees being 76 years old. It is worth mentioning that 81% of Turlock enrollees reported two or more chronic conditions and 92% of enrollees reported needing assistance with two or more Activities of Daily Living (ADL). Mr. Lewis' update will include additional information on program demographics, participant comorbidities and ADLs, program results, program costs, a participant story, and the positive impact of the program.; and

WHEREAS, if approved, LHE will continue to monitor the program and provide an annual update to the City Council on measurable results of the program so that future assessments can be made by the City Council of the City's continued support of the program; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to enter into another agreement, with Legacy Health Endowment for the City to continue to support the Person-Centered Care Program from January 1, 2026 to December 31, 2026 and appropriate $300,000 from Fund 119 (American Rescue Plan Act (ARPA)) Unassigned Reserve to Expense Account Number 119-10-188.43060_000 "Contract Services General."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of January 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

AGREEMENT BETWEEN THE CITY OF TURLOCK
and
LEGACY HEALTH ENDOWMENT
for
PERSON-CENTERED CARE PILOT PROGRAM IN THE CITY OF TURLOCK

Contract No. 26-_____

THIS AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("CITY"), and Legacy Health Endowment, a California nonprofit public benefit corporation, hereinafter referred to as "LHE."

WITNESSETH:

WHEREAS, LHE is a Turlock-based charitable foundation tasked with improving the health and wellbeing of residents in its service area, which includes the entirety of the City of Turlock, and

WHEREAS, LHE implemented a Person-Centered Care pilot program in 2022 with the goal of helping ensure that socially isolated seniors, families, and disabled residents have access to needed services to avoid either unnecessary placement into a long-term care facility or hospital, or falling into homelessness, by providing long-term care and other wraparound services at home (the "PCC Pilot Program"); and

WHEREAS, the services under the PCC Pilot Program are to be provided at no cost to the qualifying seniors, families, and disabled residents, and

WHEREAS, LHE secured $650,000 in funding for the PCC Pilot Program of which a proportionate share is being expended in the CITY; and

WHEREAS, the CITY provided $200,000 towards the PCC Pilot Program in 2022 for a one-year period; and

WHEREAS, the CITY provided $400,000 towards the PPCC Pilot Program in 2023 for a one-year period; and

WHEREAS, the CITY provided another $400,000 towards the PPCC Pilot Program in 2024 for a one-year period and LHE is now requesting an additional $300,000 to continue the PCC Program for another year in 2026.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF SERVICES**: LHE shall provide the services listed in the Scope of Services attached hereto as Exhibit "A" and referenced in this agreement as the "Person-Centered Care Services." As provided in the Scope of Services, LHE shall provide up to quarterly reports to the CITY's Council and a final report regarding the measurable results of the PCC Pilot Program.

2. **PERSONEL AND EQUIPMENT**: LHE shall provide and/or arrange for the provision of all program partners, subcontractors, personnel, services, and equipment needed to accomplish the Person-Centered Care Services.

3. **REQUIREMENTS FOR SERVICES**: LHE shall provide and/or arrange for the provision of Person-Centered Care Services without any religious test or requirement for a person seeking Person-Centered Care Services including, without limitation, a requirement that a person seeking such services must attend religion-based or faith-based treatment programs or religious services and there shall be no interference with the free exercise of religion of any person seeking Person-Centered Care Services.

4. **CITY FUNDING OF PROGRAM**: CITY agrees to provide Three Hundred Thousand and No/100 Dollars ($300,000) to help continue the PCC Pilot Program for another year in addition to the Two Hundred Thousand and No/100 Dollars ($200,000) provided in 2022, the Four Hundred Thousand and No/100 Dollars ($400,000) provided in 2023, and the Four Hundred Thousand and No/100 Dollars ($400,000) provided in 2024. The $300,000 shall be paid to LHE in equal payments of Seventy-Five Thousand and No/100 Dollars ($75,000) on a quarterly basis. These funds provided by the CITY can only be expended for the benefit of residents of the CITY participating in the PCC Pilot Program.

5. **TERM OF AGREEMENT**: This Agreement shall be effective from January 1, 2026 to December 31, 2026. Before that date, either Party may terminate this agreement for any reason with such termination to take effect 30 days after written notice has been delivered to the other Party. If the agreement is terminated before December 31, 2026, LHE will reconcile any remaining unspent funds provided by the CITY for the PCC Pilot Program as of the effective date of termination, and return those unspent funds to the CITY within 60 days.

6. **INSURANCE**: During the term, LHE shall maintain in full force and effect policies of insurance and shall ensure that its program partners and subcontractors maintain in full force and effect policies of insurance as set forth in the Insurance Addendum attached hereto as Exhibit "B" pursuant to the requirements listed therein; provided, however, that nothing in this Section 6 or in Exhibit "B" shall require LHE to provide a benefit in a manner that constitutes "Self-

Dealing" as defined in Section 4941 of the Internal Revenue Code of 1986, as amended, and the regulations thereto ("Self-Dealing").

7. **INDEMNIFICATION**: LHE shall indemnify, defend, and hold harmless CITY and its agents, employees, and volunteers from and against all liabilities, claims, damages, losses and expenses (including without limitation any costs and fees, including attorney fees, of litigation or alternative dispute resolution) of every nature arising out of or in connection with the PPC Program or providing Person-Centered Care Services, caused in whole or in part by any act or omission of LHE, its agents, officers, representatives, employees, and volunteers, and any program partner or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, except such loss or damage which was cause by the sole negligence or willful misconduct of CITY; provided, however, that nothing in this Section 7 shall require LHE to make a payment or otherwise provide a benefit in a manner that constitutes Self-Dealing. In addition, LHE will ensure that its program partners and subcontractors indemnify the City and related parties as set forth in the Insurance Addendum in Exhibit "B."

8. **INDEPENDENT CONTRACTOR RELATIONSHIP**: All acts of LHE, its agents, officers, representatives, employees, and volunteers, any program partner or subcontractor, and all others acting on behalf of LHE relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, employees, or other representatives of CITY. LHE, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. LHE has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of LHE. It is understood by both LHE and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or joint venture.

9. **CONFORMANCE WITH FEDERAL AND STATE LAW**: LHE 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 LHE must be in accordance with these laws, ordinances, codes and regulations. LHE'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 LHE becomes aware that a death, serious personal injury or substantial property damage has occurred in connection with LHE's performance of this Agreement, LHE shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, LHE 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 LHE subcontractor, if any; (c) name and address of LHE'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, LHE shall immediately notify City. LHE shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

LHE 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).

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

10. **NONDISCRIMINATION**: In connection with the execution of this Agreement, LHE shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or national origin. LHE shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not limited to, the following: employment, promotions, demotions, or transfers, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. LHE shall also comply with the requirement of Title VII of the City Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, LHE shall comply with the provisions of Section 1735 of the California Labor Code.

11. **ENTIRE AGREEMENT AND MODIFICATION**: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. LHE shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. LHE specifically acknowledges that in entering into and executing this Agreement, LHE relies solely upon the provisions contained in this Agreement and no others.

12. **OBLIGATIONS OF LHE**: Throughout the term of this Agreement, LHE and its program partners and subcontractors shall possess, or secure all licenses, permits, qualifications, and approvals legally required to conduct their profession or business. LHE warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities, and other resources necessary to provide the CITY with the services contemplated by this Agreement. LHE further represents that it will follow the best current,

generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

13. **NEWS AND INFORMATION RELEASE**: The parties agree that neither will issue any news releases in connection with either the approval of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from the other party.

14. **AMENDMENTS**: Any amendment to this Agreement must be in writing and executed by both parties.

15. **PARTIAL INVALIDITY**: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

16. **WAIVER**: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

17. **RECORDS INSPECTION AND AUDIT**: LHE shall maintain adequate records to permit inspection and audit of the CITY funds provided under this Agreement for a period of four (4) years after CITY's payment under this Agreement. CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, any similar records, and personnel necessary for inspection or audit. Such records, or copies of such records, shall be provided to CITY upon request.

18. **GOVERNING LAW**: This Agreement shall be governed according to the laws of the State of California.

19. **HEADINGS NOT CONTROLLING**: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

20. **CITY BUSINESS LICENSE**: LHE will have a City of Turlock business license during the term of this Agreement.

21. **ASSIGNMENT**: This Agreement is binding upon CITY and LHE, and their successors. Except as otherwise provided herein, neither CITY nor LHE shall assign, sublet, or transfer interest in this Agreement or any party thereof without the prior written consent of the other.

22. **EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE**: LHE shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 et seq.; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 et seq. LHE agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

23. **NOTICE**: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time.

For LHE:

LEGACY HEALTH ENDOWMENT
2881 Geer Road, Suite A
Turlock, California 95382
Attn: Jeffrey R. Lewis, President & CEO
Phone: (209) 250-2312
Email: jeffrey@legacyhealthendowment.org

For CITY:

CITY OF TURLOCK
156 S. Broadway, Suite 230
Turlock, California 95380
Attn: Susan Borrego, Interim City Manager
Phone: (209) 664-7304
Email: sborrego@turlock.ca.us

[*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

By: _____
Susan Borrego, Interim City Manager

Date: _____

LEGACY HEALTH ENDOWMENT, a California nonprofit public benefit corporation

By: _____
Jeffrey R. Lewis, President & CEO

Date: January 7, 2026

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

EXHIBIT A

SCOPE OF SERVICES
PERSON-CENTERED CARE STATEMENT OF WORK

Program Summary:

The purpose of this "Person-Centered Care" Program, is to put in place a public-private partnership model to provide community-based long-term care services (both clinical and non-clinical care) to individuals over 55 (or disabled and Medicare-eligible) with one or more comorbidities, who are in need of assistance with one or more "Activities of Daily Living" (such as bathing, grooming, feeding, and mobility). Our goal is to help ensure that socially isolated seniors, families, and disabled residents have access to needed services to avoid either unnecessary placement into a long-term care facility or hospital, or falling into homelessness, by providing long-term care and other wraparound services at home.

Our hypothesis is that by providing an extra layer of support through in-home personal care, wrap-around clinical and social services, and support for caregivers, we will allow chronically ill and disabled individuals to remain independent in their own homes longer, thereby meaningfully delaying or avoiding placement into long-term care facilities or falling into homelessness.

To deliver the Person-Centered Care ("PCC") Pilot Program, Legacy Health Endowment is partnering with CareLinx, a for-profit community-based long-term care provider of non-medical, in-home support services, Community Care Choices, a nonprofit Palliative Care Program of Community Hospice Inc. (CHI), Community Health Centers of America, a federally qualified health center to launch the Person-Centered Care initiative, and TIN Rx, as our exclusive pharmacy partner.

Objectives:

1) To assist seniors and their caregivers with support to remain independent, at home, avoiding unnecessary hospital emergency room visits and premature placement into a long-term care facility or falling into homelessness.
2) Understand the healthcare and social care needs of community-dwelling older and disabled adults and their caregivers in Stanislaus County.
3) Observe changes in participant-reported outcomes, and in the utilization of health and social services in recipients of care through the Patient-Centered Care program.
4) Understand associations between self-reported outcomes for recipients of Person-Centered Care and their caregivers
5) Understand the costs of care associated with the delivery of comprehensive medical and social services in a home and community-based setting.

Duration: Twelve (12) months

Target Enrollment: Up to 200 participants/caregivers from the City of Turlock

Participant and Caregiver Evaluation: Participants and caregivers will undergo an initial pre-screening and intake process to ensure that they meet the eligibility criteria for the program, and to gather basic information on the needs for home-based care. A comprehensive needs assessment will be conducted in the home at baseline, with follow-up assessments at 2, 4, and 6 months after the start of program participation. Additionally, home-based care providers will collect additional data during home visits, to track acute care utilization, falls, care gaps, and care gap closures related to chronic disease management, referrals to and utilization of social services. At the end of the 6-month study, 20% of the study population will be targeted for an additional exit interview.

Outcomes of Interest:

The following outcomes will be tracked for participants and their caregivers throughout the study:

- Health-related quality of life
- Loneliness
- Daily symptoms and chronic pain
- Behavioral health measures for anxiety, depression
- Caregiver burden
- Acute care utilization (ED visits, hospitalizations)
- Total number of completed referrals and subsequent follow up care, including:
    - Care gap closures
    - Referrals for preventive care and routine management of chronic conditions
    - Referrals for behavioral health
    - Referrals to third-party community resources for unmet social needs (food, housing, transportation, social support)
    - Medication reconciliations performed and subsequent outcomes (e.g., deprescribing, generic substitutions)
    - Home safety evaluations performed and subsequent outcomes (e.g. falls)

Proposed Eligibility Criteria:

Inclusion:

- Person-Centered Care recipient must be a resident of the City of Turlock
- Person-Centered Care recipient must be age 55 years or older OR Person-Centered Care recipient must be Medicare disabled adult are recipients and caregivers must be able to communicate with care providers in a familiar language
- Person-Centered Care recipients with cognitive impairment are supported by cognitively intact caregivers to communicate with care providers
- Person-Centered Care recipient must require assistance with at least 1 activity of daily living (ADL- bathing, grooming, dressing, feeding, toileting, transfers, and mobility)
- Person-Centered Care recipient must have at least 2 chronic medical conditions
- Must not be enrolled in Medi-Cal

Exclusion:

- Person-Centered Care recipient and caregivers are unwilling to give informed consent
- Person-Centered Care recipient does not have a dwelling or permanent place of residence where care can be provided
- Person-Centered Care recipient is actively receiving Hospice care
- Person-Centered Care recipient is enrolled in TriCare or Medi-Cal
- Person-Centered Care recipient is actively receiving paid in-home care services through another source (such as Medi-Cal In-Home Support Services, Multipurpose Senior services Program Waiver)

Cost:

- $300,000 to be paid by the City of Turlock under the terms and conditions of this Agreement.

Reporting:

- The Turlock City Manager and Deputy City Manager will receive updates every two (2) months. Updates to the City Council as requested, up to quarterly.
- The updates will include the number of Turlock residents enrolled and the average Person-Centered Care staff time approved for each recipient
- Patient demographics (age, race, income level, etc.)
- Explain if care is being provided to both the patient and the caregiver/spouse or partner.
- Report of housing status (Living alone, living with caregiver, etc.)
- Explain what kinds of services are being provided and how often.
- LHE will provide full accountability for how American Rescue Plan Act (ARPA) funds were spent on a quarterly basis.

Staffing:

Jeffrey Lewis, President and CEO of Legacy Health Endowment will be the executive in charge of the Person-Centered Care Initiative for City of Turlock. He can be reached at jeffrey@legacyhealthendowment.org or via phone 209/250-2315 / mobile 703/403-9695

EXHIBIT B

INSURANCE ADDENDUM
PERSON-CENTERED CARE PROGRAM

1. **INSURANCE:**

LHE shall not commence work under this Agreement, and shall not allow any subcontractors or program partners to commence work under this Agreement, until LHE has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings. LHE and its subcontractors and program partners or, in the alternative, solely all of the subcontractors and program partners involved in work under this Agreement (the "Insurers"), shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by LHE, the sub-contractors and program partners, and their agents, representatives, and employees. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

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

(B) **General Liability**. Insurers shall carry general liability insurance in the amount of Two Million Dollars ($2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars ($4,000,000.00).

(C) **Workers' Compensation Insurance and Employer's Liability**. Insurers shall carry workers' compensation insurance as required by the State of California under the Labor Code. Insurers 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.

(D) **Errors and Omissions Liability**. LHE and City shall meet and confer to determine which subcontractors and program partners require errors and omission insurance due to the nature of their work, profession, or occupation. Those subcontractors and program partners shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars ($2,000,000.00) per claim or greater if appropriate for the particular subcontractor or program partner's occupation or 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, volunteer, and representatives ("City's Agents"); or the City shall be provided a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(E) **Commercial Automobile Liability**. Insurers shall carry commercial automobile liability insurance in the amount of One Million Dollars ($1,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

(F) **Waiver of Subrogation**.

(i) FOR LHE. LHE hereby agrees to waive subrogation which any insurer of LHE may acquire from LHE by virtue of the payment of any loss. The commercial general liability policy and worker's compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by LHE, its agents, employees, independent contractors, and subcontractors. LHE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(ii) FOR SUBCONTRACTORS AND PROGRAM PARTNERS. With the exception of errors and omissions liability insurance, LHE, in a form approved by City, shall require subcontractors and program partners to waive subrogation which any insurer of such subcontractors and program partners may acquire from these subcontractors and program partners by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by the subcontractors and program partners, their agents, employees, independent contractors, and subcontractors. LHE shall, in a form approved by City, require subcontractors and program partners to obtain any endorsement that may be necessary to affect this waiver of subrogation.

2. **ADDITIONAL INSURANCE REQUIREMENTS**:

Within five (5) days of the Effective Date, Insurers shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Insurers shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Insurers; (c) cover products and completed operations of Insurers, premises owned, occupied, or used by the LHE, or automobiles owned, leased, or hired or borrowed by the LHE; contain no special limitations on the scope of protection afforded to City; (d) be

primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Insurers' 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.

sharecare | LHE Legacy Health Endowment

Person-Centered Care Program

Program Update

December 2025

Confidential and proprietary document by Sharecare, Inc. Dates and materials are subject to change.

PERSON-CENTERED CARE PROGRAM

Program Demographics

69 Participants served from Turlock

76 Average age of enrollees

62% Female enrollees

23% Enrollees living alone

81% Enrollees reporting 2 or more chronic conditions

33% Enrollees reporting mobility issues

31% Reporting Diabetes as diagnosis

92% Enrollees reporting 2 or more Activities of Daily Living (ADL) needs

Comorbidities and ADLs

Self-reported Conditions	Percentage
Impaired mobility/weakness/paralysis	38%
Diabetes (w/ and without complications)	29%
Cancer	24%
Lung Disease, COPD	21%
Cardiovascular Disease	18%
ALS/Parkinsons/Neurodegenerative Disease	18%
Arthritis/Chronic Pain	18%
Hypertension	12%
Dementia or Cognitive Impairment	12%
Behavioral Health (Anxiety, Depression, PTSD)	12%
Stroke	6%
Hearing Impaired or Blind	3%
Kidney Disease / Epilepsy	1%

Activities of Daily Living (ADL) Needs	Percentage
Light Housekeeping	81%
Mobility	65%
Meal Preparation	60%
Bathing	59%
Grocery Shopping or Errands	56%
Transfers (in/out of bed, chair)	55%
Laundry	54%
Managing medications	48%
Transportation	48%
Dressing	47%
Grooming	40%
Toileting	36%
Feeding	35%
Other (Companionship)	27%

Program Results

Caregiver Burden Among the Care Recipients' Friend and Family Caregivers

	All Caregivers with Positive Baseline Burden Score (>0)	Caregivers with Positive Baseline and a Decrease in Burden Score
Number of Participants	54	38
Avg Baseline Score	19.7	20.7
Avg Final Score	12.1	7.5
Avg Change in Score	-7.7	-13.1

P-values:
All Caregivers: 0.007
Positive Baseline Score: <0.001
Positive Score + Decrease: <0.001

Summary

Non-professional caregivers experienced a large reduction in burden—especially those under significant strain.

High-Stress Caregivers:
- Those who began with the highest burden saw the greatest impact
  - Their average starting score was 20.7 (out of a maximum 30 points)
  - Their scores went down by 13.1 points, a 63.6% decrease

All Caregivers with Positive Baseline Scores:
- Their average starting score was 19.7
- Their scores went down by 7.7 points, a 39.1% decrease

Program Results

Loneliness Among Care Recipients

	Positive Baseline Score	Positive Score + Decrease
# of Positive Screens	23	14
Avg Baseline Score	6.9	7
Avg Final Score	5.3	4.1
Avg Decrease in Score	1.6	2.9

P-values:
Positive Baseline Score: 0.008
Positive Score + Decrease: <0.001

Summary

Participants experiencing loneliness saw measurable improvements over time.

Participants Analyzed:
- 84 total with multiple check-ins
- 23 had positive loneliness scores at baseline and were included in the analysis

Results for Those with High Loneliness:
- Average reduction: 1.6 points (↓ 23.4%)
- Impact: 47.8% improved enough to move into the **“No or Mild”** loneliness category

Program Cost Impact

41,418
Total hours of in-home, non-medical care

$1,344/month
Cost to cover 32 hours per month of in-home, community-based care

Living Arrangement	Monthly Median Cost (2025) - California*
Assisted Living	**$6,631/month**
Nursing Home: Semi-private Room	**$12,101/month**
Nursing Home: Private Room	**$14,037/month**

*Source: Cost of Long-Term Care by State | Cost of Care Report | Genworth

Member Story

Age & Gender

- 95-year-old female

Medical History

- Alzheimer’s disease
- Hypertension
- Dementia

Program Enrollment

- Enrolled since: March 2023
- Services received: Over 32 hours of free care monthly

Program Impact

- **Goal:** Prevent institutionalization and unnecessary hospitalizations

Age & Gender

- 65-year-old male

Member Health Status

- Cancer
- Undergoing active radiation therapy
- Suffered a stroke resulting in left-side paralysis

Partner Health Status

- 77-year-olf female
- Managing multiple chronic conditions
- Cancer, Barrett's Esophagus, Diverticulitis

Program Support

- The couple received 64 hours of free respite care
- Support provided to aid both in recovery

PERSON-CENTERED CARE PROGRAM

Program Impact

- Reduced caregiver burden → less likely to be institutionalized
- Reduced loneliness → improved quality of life, reduced mortality
- Lower cost of care as compared to institutionalization → strong ROI
- Better patient experience (care recipients rated caregivers 4.9/5 for quality and professionalism) → they get to stay home

Confidential and proprietary document by Sharecare, Inc. Dates and materials are subject to change.

City Council Staff Report

January 13, 2026

From:	Christopher Fisher, Municipal Services Director
Prepared by:	Elizabeth Hardwick, Staff Services Analyst
Agendized by:	Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement (City Contract No. 2026-085) with Guidepost Solutions LLC, in response to RFP No. 25-006, for Design Services for Camera System at City Locations for one (1) year, with the option for one (1) additional one (1) year term, with a total amount not to exceed $165,300, to be funded by Fund 120 (Tourism), Fund 217 (Gas Tax), and Fund 420 (Water)

Resolution: Appropriating $138,000 from Fund 120 “Tourism” unallocated reserves to expense account 120-10-120.43060_000 “Contract Services General”; $17,000 from Fund 217 “Gas Tax” unallocated reserves to expense account 217-50-510.43060_000 “Contract Services General”; and $12,000 from Fund 420 “Water Fund” unallocated reserves to expense account 420-52-550.43060_000 “Contract Services General”, for professional design services for camera systems at City locations

2. NARRATIVE:

The City of Turlock is undertaking an initiative to enhance public safety, deter criminal activity, and support long-term infrastructure planning through the development of a comprehensive camera system plan for City-owned facilities. These facilities include, but are not limited to, public parks, water wells, storm basins, and other critical City locations.

The proposed camera system plan will provide a standardized and strategic framework for future camera installation, ensuring consistency in design, coverage, technology, and integration across departments. Developing this plan in advance of installation will improve efficiency, reduce long-term costs, and support informed decision-making for future capital investments.

To support this effort, the City’s Purchasing Division issued Request for Proposals (RFP) No. 25-006 on August 14, 2025, seeking qualified firms to provide professional design services for camera systems at City locations. Two firms submitted proposals in response to the RFP. Following a thorough evaluation process, Guidepost Solutions LLC was determined to be the most qualified firm based on experience, technical expertise, and demonstrated ability to meet the City’s project objectives.

The proposed agreement with Guidepost Solutions LLC will provide professional design services necessary to assess City facilities, identify coverage needs, recommend appropriate technologies, and develop design standards that will guide future procurement and installation efforts. Staff recommends approval of the agreement to allow this work to proceed.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The total cost of professional services under this agreement shall not exceed $165,300. An appropriation of funds is required to support this project, allocated based on the scope of work and the facilities involved, as follows:

• $138,000 from Fund 120, Tourism reserves, to 120-10-120.43060_000 "Contract Services General".
• $17,000 from Fund 217, Gas Tax reserves, to 217-50-510.43060_000 "Contract Services General".
• $12,000 from Fund 420, Water Fund reserves, to 420-52-550.43060_000 "Contract Services General".

There are sufficient funds available in the identified reserves to support this appropriation in Fiscal Year 2025-2026.

4. ENVIRONMENTAL DETERMINATION:

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

5. ATTACHMENTS:

1. Draft Resolution
2. City Contract 2026-085 with Guidepost

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

RESOLUTION NO. 2026-

IN THE MATTER APPROPRIATING $138,000 FROM FUND 120 "TOURISM" UNALLOCATED RESERVES TO EXPENSE ACCOUNT 120-10-120.43060_000 "CONTRACT SERVICES GENERAL"; $17,000 FROM FUND 217 "GAS TAX" UNALLOCATED RESERVES TO EXPENSE ACCOUNT 217-50-510.43060_000 "CONTRACT SERVICES GENERAL"; AND $12,000 FROM FUND 420 "WATER FUND" UNALLOCATED RESERVES TO EXPENSE ACCOUNT 420-52-550.43060_000 "CONTRACT SERVICES GENERAL, FOR PROFESSIONAL DESIGN SERVICES FOR CAMERA SYSTEMS AT CITY LOCATIONS	**}**

WHEREAS, the City of Turlock seeks to enhance public safety, deter criminal activity, and support future infrastructure investment by developing a comprehensive camera system plan for public parks, water wells, storm basins, and other City facilities; and

WHEREAS, on August 14, 2025, the City issued Request for Proposals (RFP) No. 25-006 for professional design services to develop a comprehensive camera system plan for City locations; and

WHEREAS, following evaluation of proposals received in response to RFP No. 25-006, Guidepost Solutions LLC was selected as the most qualified firm to provide the required professional design services; and

WHEREAS, the City Council is considering approval of an agreement with Guidepost Solutions LLC for Design Services for Camera Systems at City Locations in an amount not to exceed $165,300; and

WHEREAS, the cost of these professional services is appropriately allocated based on the scope of work, with storm basin-related work funded by Gas Tax funds, water well-related work funded by Water Fund resources, and all remaining work funded by Transient Occupancy Tax (TOT) funds; and

WHEREAS, an appropriation of funds is required to support this effort, including $138,000 from Fund 120 "Tourism", $17,000 from Fund 217 "Gas Tax", and $12,000 from Fund 420 "Water Fund", to be expensed to the applicable Contract Services General accounts for design services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock hereby approves the appropriation of $138,000 from Fund 120 "Tourism" unallocated

reserves to expense account 120-10-120.43060_000 “Contract Services General”; $17,000 from Fund 217 “Gas Tax” unallocated reserves to expense account 217-50-510.43060_000 “Contract Services General”; and $12,000 from Fund 420 “Water Fund” unallocated reserves to expense account 420-52-550.43060_000 “Contract Services General”, for professional design services for camera systems at City locations.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of January 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

AGREEMENT BETWEEN THE CITY OF TURLOCK
and
GUIDEPOST SOLUTIONS LLC
for
Design Services for Camera System at City Locations

City Contract No. 2026-085

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and Guidepost Solutions LLC, a limited liability company ("Professional"), on this 13th day of January, 2026 (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 design services for camera system at city locations (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) years and will commence on the Effective Date and terminate on the 12th day of January, 2027 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

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

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

5. Work.

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

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

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

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

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

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

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

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

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed one hundred sixty-five thousand three hundred and No/100ths Dollars ($165,300) ("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 maintain 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, 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 any negligent, tortious or intentionally wrongful 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: Municipal Services** **156 S. Broadway, Suite 150** **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:	**Guidepost Solutions LLC** **Attn: Anthony Collura, COO and CLO** **260 Madison Avenue – Third Floor** **New York, NY 10016** **acollura@guidepostsolutions.com** **(212) 817-6700**

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

Christopher Fisher
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-5520
E-mail: cfisher@turlock.ca.us

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

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

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

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

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

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

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

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

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

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

44. Execution and Counterparts. This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties agree that this Agreement and any other documents to

be delivered in connection herewith may be electronically signed utilizing services such as DocuSign and Nitro Sign, or by transmitting signatures in pdf or similar format, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

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

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

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

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

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

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

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

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

[*Signatures on Following Page*]

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

GUIDEPOST SOLUTIONS LLC,
a limited liability company

By: _____

Print Name: Jordan Ferrantelli

Title: VP, Healthcare, Education, and Life Safety

Date 12/22/25

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. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

Jordan Ferrantelli PSP, CPP
Vice President, Healthcare, Education + Life Safety Practice
Guidepost Solutions LLC
+1 331.305.7225
jferrantelli@guidepostsolutions.com
guidepostsolutions.com

Request for Proposal

CITY OF TURLOCK DESIGN SERVICES FOR CAMERA SYSTEM AT CITY LOCATIONS

September 15, 2025

Submitted to:
City of Turlock
ATTN: Purchasing
156 S. Broadway, Suite 270
Turlock, CA 95380
purchasing@turlock.ca.us

ORIGINAL

WE ARE YOUR GUIDEPOST.

Guidepost
guidepostsolutions.com

Guidepost Solutions LLC
2121 N California Blvd
Suite 800
Walnut Creek, CA 94596

September 15, 2025

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

RE: Design Services for Camera System at City Locations

City of Turlock, Purchasing -

Guidepost Solutions LLC (Guidepost) is aware that the City of Turlock (City) has invited qualified consulting firms to submit proposals for professional design services to develop a comprehensive camera system plan for all public parks and well sites within the jurisdiction. We understand the City's expectation is for the selected firm to deliver a detailed camera system design plan that includes, but is not limited to, Site Assessment, Systems Design, Technology and Equipment Recommendations, Cost Estimation, Legal and Policy Considerations, and Deliverables.

Industry Experts – Guidepost, a full-service security and technology design and consulting firm specializing in providing clients with comprehensive and complete security electronics design and engineering administration services, serves as a strategic partner for municipalities at the city, county, and state level. This experience includes various public facing facilities such as community centers, recreation centers, parks, libraries, town halls, and other key municipal buildings. We understand the need for these facilities to provide unobstructed spaces for the public, but we also understand the necessity for safety, security, and advanced technology systems. Our services include an integrated suite of low voltage systems design, project management, and operational consulting services. Our team regularly works in coordination with architectural design, staffing, and policies and procedures to provide a safe, secure, technology rich environment for all facility occupants.

Certifications + Licenses - Our project team members possess exceptional problem solving, interpersonal, and communication skills that are ideally suited for this project. Several of our proposed experts are board-certified through ASIS International in security management and physical security. As a requirement of maintaining these certifications, our experts commit to continuing education throughout the year. Guidepost experts participate in ongoing security training and educational programs, providing opportunities to share industry best practices and maintain an awareness of the ever-changing security climate. Our proposed team also includes a Professional Engineer, licensed in the State of California. We will perform the City's project with in-house experts only and will not require the use of subconsultants for any portion of the scope of work.

We appreciate the opportunity to submit our proposal and feel confident that our team of experts can provide the domain knowledge, experience, and systems expertise to assist the City in enhancing public safety, deterring crime, and providing a framework for future procurement and installation. If you have any questions regarding our proposal or require additional information, please do not hesitate to contact me directly. We look forward to working with you on this important engagement.

Sincerely,

Jordan Ferrantelli PSP, CPP
Vice President, Healthcare, Education + Life Safety Practice
+1 331.305.7225 / jferrantelli@guidepostsolutions.com

Guidepost

QUALIFICATIONS + EXPERIENCE

10,000+
Security Projects Completed

1000+
Security Assessments

75+
Municipalities Served

16
Global Office Locations

250+
Professionals to Guide You

15
Years in Business

ABOUT GUIDEPOST

Guidepost is a full-service security and technology design and consulting firm that serves as a strategic partner for municipal clients across the country. We have experience with, knowledge of, and are compliant with all applicable federal, state, and local laws that may affect projects. Our solutions protect lives, assets, and reputations, and our Security and Technology Consulting practice provides advice, solutions, selection, implementation, and oversight of physical and technical security and life safety systems. Our assessments focus on physical conditions, technology systems, and operational policies and procedures. As a full-service technology firm, we can provide security, telecommunications, audiovisual, fire alarm design and project management services. Before we develop a solution, we work directly with operations to assess existing conditions, organizational goals, system performance, and staff protocols and procedures. Guidepost as a company prides itself on remaining objective and independent and receives no sales commission from technology manufacturers. This allows us to provide the appropriate technology solution to achieve end-user/client operational needs. We are experts in developing and managing design solutions that maximize limited resources and provide cost-effective solutions for our clients.

BUSINESS HISTORY

Guidepost was formed in April 2010 in the state of New York. The oldest iteration of our company was On-Line Consulting Services, a security, fire alarm, and communications consulting firm, founded in 1984. In 2001, SafirRosetti was founded as a company that addressed the security, investigations, and business intelligence needs of private and public sector clients. SafirRosetti acquired On-Line Consulting Services in 2007. Finally in 2010 Guidepost Solutions LLC, a global investigations and security company, bought SafirRosetti, creating the current format of our company, which has been in service for the past 15 years. Guidepost is a wholly owned subsidiary of SolutionPoint International Inc. Guidepost has provided low voltage systems consulting and construction administration services for the past 15 years.

Guidepost's Security and Technology Consulting (STC) division specializes in assessing and addressing the security, communications, and safety needs of municipalities with an integrated suite of technology design, project management, and operational consulting services. A summary of STC's security services:

SECURITY CONSULTING

Our security consulting services are operational-centric and supported by excellent technology design. We deploy a holistic planning approach and a comprehensive risk assessment methodology to address the unique security needs and challenges faced by any company. We deliver the analysis, information, design, and guidance needed to elevate security programs to the next level and mitigate business risk. Our analysis and reporting focuses on the three (3) core pillars of security planning: physical, operations, and technology. We evaluate the organizational security program as a whole and assess the individual needs of each location or business unit, including each facility's capabilities and realistic threat potential.

SECURITY DESIGN

We deliver complex unified security electronics systems design packages for video surveillance, access control, visitor management and intrusion alarm systems to support the vision for our clients. We understand the need for sustainable and scalable solutions, and bring a comprehensive design, consulting, and systems management approach to projects. Furthermore, our technical design solutions are further supported by our ability to develop operational policies and procedures that will support the successful system operations from day one. Our team can serve as the owner's representative during the construction phase to ensure that the design intent achieves operational needs, and the final security system installation is commissioned to intended programming and performance expectations.

LEGAL FORM:

Guidepost is a Limited Liability Company.

OWNERSHIP:

Guidepost is a wholly owned subsidiary of SolutionPoint International Inc.

SENIOR OFFICIALS:

Chief Executive Officer, Julie Myers Wood, oversees a team of sixteen (16) executive officers:

- Bart M Schwartz, Co-Founder and Chairman
- Anthony M. Collura, Co-Founder, Chief Legal Officer, Chief Operating Officer, Board Member + Corporate Secretary
- Andrew J. O'Connell, Co-Founder and President, Investigations + Private Client Protection
- Yohir Akerman, President, LATAM Region
- Bradley L. Dizik, President, Emerging Issues + Technology
- Stephanie Douglas, President, National Security Practice
- Bonnie Jonas, President, Complex Matters
- Thomas A. McShane, President, Monitoring and Investigations
- Louis J Milione, President, Global Investigations + Regulatory Compliance
- Andrés Otero, President, LATAM Region
- William Riley CAMS, CGSS, CFE, President, Compliance
- John Torres, President, Security + Technology Consulting
- Matthew V. Wharton Sr., President, Strategic Accounts
- Joseph Jaffe Esq., Chief Compliance Officer, General Counsel, Senior Managing Director
- Allison Spagnolo CIPP, Chief Privacy Officer, Deputy General Counsel, Senior Managing Director
- Krista Tongring, President, DEA Regulatory Compliance Practice

MAIN POINT OF CONTACT:

Jordan Ferrantelli MBA, CPP, PSP
Vice President, Healthcare, Education + Life Safety Practice
+1 331.305.7225 / jferrantelli@guidepostsolutions.com

SUB-CONSULTANTS:

Guidepost will perform the City's project with in-house experts only and will not require the use of subconsultants for any portion of the scope of work.

WEBSITE ADDRESS

guidepostsolutions.com

PROPOSED PROJECT TEAM

Guidepost offers a committed and available team for each of our projects, drawing upon our firm's years of experience, as well as documented lessons learned. Our team members are carefully selected for the proper mix of skills and experience deemed necessary for the successful completion of each project. Each has years of experience working with public-entity clients, addressing security camera design and engineering services.

Roles and responsibilities for our team members are included below. As requested, full biographies for all proposed team members are included within the proposal.

- **Principal-in-Charge -** The Principal-in-Charge will coordinate and direct our internal security team and will be involved in the planning to ensure that the ultimate security solution matches the goals of the County. For this engagement, the Principal-in-Charge will be Jordan Ferrantelli, PSP, CPP.

- **Lead Project Manager -** The Lead Project Manager will oversee and monitor the overall timing and effective performance of the project, coordinate all staffing resources to ensure availability, continuously review the overall progress and quality control of this engagement, attend planning and assessment meetings, and provide vision for all aspects of this project. For this engagement, the Lead Project Manager will be Sean Wellford LEED AP, PSP.

- **Professional Engineer -** The Professional Engineer will be responsible for designing and implementing technical solutions, ensuring that all engineering aspects of the project meet regulatory standards and specifications. He will collaborate closely with other team members to develop effective strategies, provide technical guidance, and solve complex engineering challenges. The Professional Engineer will also conduct regular inspections, oversee the integration of new technologies, and ensure that the engineering components align with the overall objectives of the project. For this engagement, the Professional Engineer will be Ali Mortazavi, PE, licensed in the State of California (E20334).

- **Subject Matter Experts –** The Subject Matter Experts will provide specialized consulting and design expertise. Each one will be assigned by the Project Manager to specific tasks/phases of the engagement based on area of expertise, will participate in conference calls and project meetings as needed, and will assist in the development of task deliverables for this engagement. The Subject Matter Experts for this engagement are Abinel Berhe, Mustafa Durrani, Tim Olson, and Sandra Kotta.

STAFF CERTIFICATIONS

Guidepost employees maintain well-regarded credentials and certifications, including:

- Certified Broadcast Technician (SBE)
- Certified Protection Professional (CPP)®
- Certified Security Project Manager (CSPM)
- Certified Technology Specialist - Design (CTS-D)
- Certified Technology Specialist (CTS)
- Certified Video Engineer (CEV)
- Cisco Certified Network Associate - Security (CCNA)
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Network Professional Switching (CCNP)
- Cisco Certified CyberOps Associate
- CPTED Professional Designation (CPD)
- LEED Accredited Professionals (LEED AP)
- Lenel Certified Professional
- Microsoft Certified IT Professional (MCITP)
- Milestone Certified Design Engineer (MCDE)
- NICET Certified Senior Engineering Technician (SET)
- Physical Security Professional (PSP)®
- Professional Engineer in more than 20 states
- Project Management Professional (PMP)®

ASIS INTERNATIONAL CERTIFICATIONS

Several of our proposed project team members hold certification through ASIS International. Earning the ASIS board certification is a visible acknowledgment that our experts possess a mastery of core security principles and the essential skills for the best practice of security management. Specifically, our team members hold the following certifications:

Certified Protection Professional (CPP ®) – CPP certification confirms all-around expertise in the field of security management. Associated attributes include fluency in security best practices, senior leadership experience, senior-level security managers with five to seven years of related experience (with at least three years in responsible charge of a security function.) Proposed team member holding CPP certification – Jordan Ferrantelli.

Physical Security Professional (PSP ®) – PSP certification confirms exceptional skill in protecting an organization's assets—its people, property, and information. Associated attributes include mastery knowledge in physical security assessments, designs, applications, implementations, and integrations, with three to five years of relevant physical security experience. Proposed team members holding PSP certification – Jordan Ferrantelli and Sean Wellford.

LICENSED ENGINEERING – STATE OF CALIFORNIA

Professional Engineer (PE) – Ali Mortazavi, a Professional Engineer in 20+ states, including California, will be responsible for the design of low voltage systems. His expertise in the creation of professional design documents will aid in the layout of these systems during all phases of document development throughout the project. During implementation, he will provide invaluable expertise in the coordination of design documents with systems in varying degrees of implementation.

Exhibit A for City Contract 2026-085

Guidepost

METHODOLOGY

PHILOSOPHICAL APPROACH

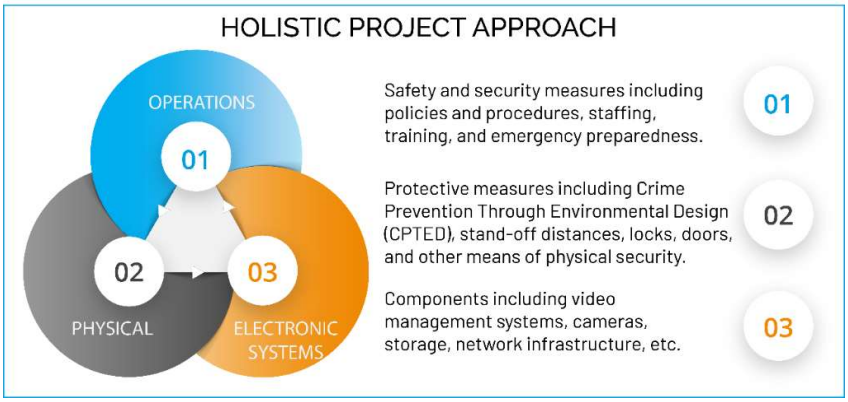
Design from the Owner's Perspective – Our design process is overseen by our team of expert senior consultants, many of whom have experience as end users in various market sectors including municipalities. We employ a "design from the Owner's perspective" approach that separates our solutions from those designed strictly from a technology or product viewpoint. Our professionals realize that every device indicated on a drawing must not only be purchased, but must also be programmed, monitored, and maintained. We guide our clients through the process of identifying critical needs and solutions based upon real-world experience in not only the design of solutions, but the operation of these systems from inception to end-of-life cycle upgrade and replacement. We know that each project is unique, and we will work to understand how each facility will be utilized to deliver a systems design package that meets specific needs.

Collaborative Partnerships – Our philosophy is to establish a collaborative partnership built on integrity, trust, transparency, and communication. This partnership provides a basis for successful project outcomes and allows our team to successfully overcome challenges along the way. To establish project buy-in from the larger community, we are experienced in engaging stakeholders at the onset of the project through direct one-on-one meetings, virtual calls, surveys, etc. We will develop a communication plan that typically involves dedicated weekly status update meetings with key project stakeholders to ensure that they are kept up to date on the project status, thus maintaining effective flow of information. We pride ourselves on our transparent approach to communication between project personnel and client stakeholders to ensure that all involved remain fully aware of how the project is progressing, from beginning to end.

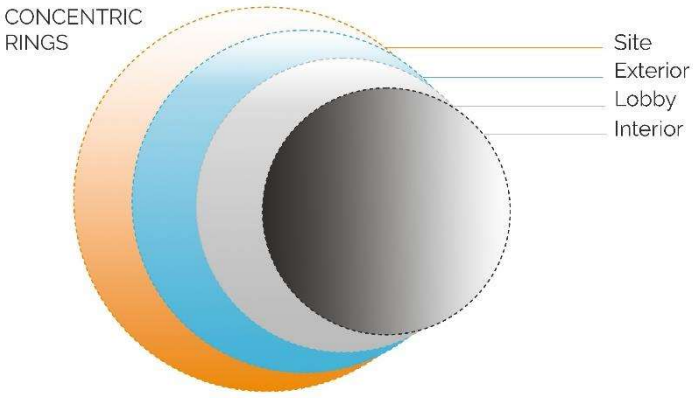
Cost Control - We maintain compliance with approved project budgets by utilizing project management accounting tools and reports generated in Power BI. Daily input of hours as expended on projects allows the project manager to review on a real-time basis actual hours spent versus the project budget. Using a work breakdown structure (WBS), project tasks are structured in a manner that allows for clarity of level of effort forecast and hours spent. Regular project progress analysis and review of costs and activity progress versus schedule ensures that we can identify any potential negative impact on budget or schedule in advance of it occurring and implement appropriate corrective measures.

Product Agnostic – Guidepost is product-agnostic, meaning that our approach, review, and recommendations are always based solely on the best interest of our clients. Although our experts are deeply familiar with various products and services, we will not specifically promote any one solution. Instead, we recommend solutions that meet our client's specific short-term requirements to achieve long-term goals. We can also connect the firm with options for manufacturers and integrators.

Holistic Approach - Guidepost takes a holistic approach to all projects, taking into consideration multiple risk mitigation techniques simultaneously. By addressing the core program elements in an equally weighted and systematic fashion, we will realize the most effective and efficient means by which to secure operations, people, and facilities. The core elements are:



Protection Strategy - Security system standards will also follow the industry standard protection strategy of "concentric rings." This approach is based on providing multiple layers of protection that originate at the project/site perimeter and are replicated at various other "rings" as one proceeds toward the most critical areas and assets. These additional rings might include a building façade, interior lobbies, interior controlled areas, vaults, etc. Each ring provides deterrence, detection, and delay, while the areas in between the rings—referred to as "intervention zones"—provide for incident response.



This process is overseen by our team of expert senior consultants, many of whom have experience as end users in various market sectors. It is this "design from the Owner's perspective" that separates our solutions from those designed strictly from a technology or product viewpoint. Our professionals realize that every device indicated on a drawing must not only be purchased, but it must also be programmed, monitored, and maintained. We guide our clients through the process of identifying their needs and solutions based upon real-world experience in not only the design of solutions, but the operation of these systems from inception to end-of-life-cycle upgrade and replacement.

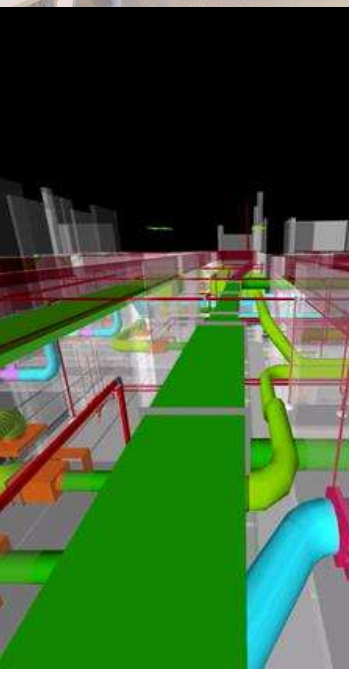
Guidepost specializes in the delivery of integrated security technology design packages that encompass video surveillance, access control, visitor management, and intrusion detection. Our approach emphasizes scalability and long-term sustainability, ensuring that systems are not only designed to meet current requirements but are also adaptable to future needs. Beyond technical design, we provide holistic consulting services that incorporate both operational and procedural considerations. This ensures that, from the first day of use, the system operates effectively and in alignment with the client's goals. During implementation, our team can also act as the owner's representative, safeguarding the City's interests throughout the construction and commissioning phases. This includes verifying that the installed systems reflect the design intent, meet programming standards, and perform to the expectations outlined at project inception.

BENEFITS OF BUILDING INFORMATION MODELING (BIM)

The Guidepost low voltage systems designers utilize Revit as our standard software design tool. Using Revit, we are able to deliver complex low voltage technology design solutions capturing critical coordination elements pre-construction providing significant benefit to clients. The ability to clearly eliminate pre-construction issues such as clash detection allows us the opportunity to successfully deliver design packages to architects and end users providing confidence that the systems are constructible. We are proficient at working with other design entities including mechanical, electrical, and plumbing (MEP) partners, maximizing space efficiencies with focus and intent to mitigate construction change orders. We can provide critical value to projects working in the model as described below:

Visualization - In the actual model performing validation review supports the end-user's ability to understand the built environment throughout the design progression. Edge device placement, infrastructure pathways and aesthetics can all be observed and verified in real-time and support the end-user's knowledge and understanding of their building footprint and the final built environment. The visualization of complete systems and building construction supports key stakeholder acceptance of the project vision and project purpose reducing design change order impact further in the project construction phase.

Coordination - Cross discipline coordination utilizing the Revit model allows Guidepost to deliver fully coordinated system designs and infrastructure construction packages. Our team of designers perform in-house model coordination design reviews to identify and correct potential conflicts providing enhanced construction efficiency that can deliver the owner significant cost savings. Collaboration and coordination when delivering multiple design packages can help maximize the installation process with conflicts identified and corrected ahead of the construction process. As an example, the utilization of raceway and cable trays helps reduce infrastructure costs and supports coordination of cabling with IT.



Operational Intent - Utilizing the model, Guidepost can provide clients and system installation contractors with definitive and comprehensive operational intent of device placement, including video surveillance camera field of views. Using the model with focus on operational intent supports efficiency at construction as the intent of the device is already identified. Back and forth communication along with verification during construction are eliminated, providing cost reduction of administration time to the process. Contractor RFI's are minimized as the verification of intent has already been provided. Additionally, end users are able to review and walk through the building pre-construction to confirm if device layout meets their operational needs.

Constructability - A significant benefit of designing within the model is the ability to determine if the conceptual design is achievable based on construction materials that are to be used. Working virtually in the model, the Guidepost team can eliminate potential device constructability issues as verification of each device occurs to ensure that each installation footprint selected is constructible. An added feature that the team incorporates is scheduling of devices to support the contractors' bid packages and development of system shop drawings. The scheduling capabilities ensure that no devices designed are lost and unaccounted for. Furthermore, modelling low-voltage systems designs delivers the owner a complete design model deliverable upon project handover.

IMPLEMENTATION PLAN

An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP.

Guidepost will implement a structured and proven methodology to ensure the successful completion of this project. Our approach is grounded in phased project management controls that emphasize accountability, transparency, and adaptability, while maintaining close alignment with the City's goals.

At the outset, Guidepost will facilitate a project kickoff and discovery phase. This session will bring together all key stakeholders to align expectations, confirm objectives, and establish communication protocols. During this phase, we will review the project scope, validate the list of sites, and finalize a detailed project plan that includes milestones, deliverables, and critical decision points. The kickoff ensures all parties begin with a clear understanding of responsibilities, timelines, and desired outcomes.

Following the kickoff, Guidepost will conduct comprehensive site assessments of each park and well/tank location. Our team will evaluate infrastructure, lighting conditions, connectivity options, and safety considerations at each site. We employ standardized assessment templates and GIS-based mapping to ensure consistency and accuracy across all locations. These assessments provide the foundation for informed design recommendations and help prioritize investments where they will have the greatest impact.

During the initial design development phase, Guidepost will translate assessment findings into draft system layouts, camera placement drawings, connection to existing infrastructure for connectivity, and equipment specifications. These drafts will be developed iteratively, with progress checkpoints and structured design reviews conducted in collaboration with City stakeholders. This collaborative approach ensures that the design not only meets technical requirements but also reflects operational realities and community priorities.

To maintain momentum and alignment, Guidepost will convene weekly project meetings with City stakeholders. These meetings will serve as a consistent forum for tracking progress, addressing emerging challenges, confirming upcoming tasks, and incorporating feedback in real time. By maintaining a predictable cadence of engagement, the City will have ongoing visibility into the project, the ability to resolve issues quickly, and confidence that design decisions are informed by continuous dialogue.

Throughout the project, Guidepost will apply rigorous quality control measures. All deliverables, including drawings, specifications, cost estimates, and design reports, will undergo internal QA/QC review by senior staff to ensure compliance with industry standards and best practices. This process ensures accuracy, technical soundness, and alignment with the City's policies and objectives.

Finally, Guidepost will apply structured change management controls. Any scope changes requested during the project will be documented, evaluated for cost and schedule impact, and presented to the City for approval prior to incorporation. This ensures that the City remains in full control of project direction and budget while allowing flexibility to adapt to new needs or conditions that may arise.

Through this structured methodology, Guidepost provides the City with a controlled, transparent, and well-documented process. By combining rigorous planning, weekly stakeholder engagement, and disciplined quality controls, we will mitigate risks, avoid delays, and deliver a design package with which the City can confidently move forward into procurement and implementation.

CLIENT SATISFACTION + SCOPE OF WORK ADHERENCE

Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

Guidepost is committed to achieving client satisfaction through proactive communication, stakeholder engagement, and technically sound deliverables. We will ensure transparent communication by providing weekly status updates and maintaining ongoing coordination with City representatives. This process keeps the City fully informed of progress, potential risks, and upcoming milestones, while also allowing for timely feedback and adjustments.

Stakeholder engagement will be a cornerstone of our approach. Our team will actively solicit input from City departments such as Parks and Recreation and Public Works, law enforcement partners, IT staff, and facilities personnel to ensure the system design addresses diverse operational needs and integrates seamlessly into daily use.

Guidepost will deliver tailored, actionable deliverables that include detailed site maps, device placement diagrams, communication and connectivity diagrams, and itemized cost estimates. These materials will not only serve as planning tools but will also be directly usable for procurement and future implementation. To ensure alignment with City goals, all design elements will integrate seamlessly with Turlock's existing technology platforms (e.g., Axon Fusus), while also adhering to best practices for scalability, interoperability, and privacy compliance. This ensures the system meets today's needs while remaining adaptable for the future. We also understand the City's desire to avoid be locked into a proprietary solution with a focus on open platforms that offer API integration.

By prioritizing responsiveness, technical accuracy, and practical recommendations, Guidepost will ensure the City receives a solution that enhances public safety and delivers long-term value. For a complete breakdown of the tasks associated with fulfilling the requirements of this engagement, please refer to the "Scope of Work" section later in this proposal.

TASKS FROM CITY STAFF

Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

To streamline delivery and maximize efficiency, Guidepost will assume responsibility for all technical design, documentation, cost estimating, and quality assurance. City staff support will be requested in the following areas:

- Access and Escorts: Providing access to secured areas of facilities, parks, and well sites, and arranging for escorts when necessary to support assessments.
- Data and Documentation: Supplying existing drawings, as-built documentation, IT network diagrams, and incident reports to inform design decisions. In particular, we will need City stakeholders to provide staff knowledgeable about network availability and infrastructure throughout the City. Their expertise will be critical in determining the ability to leverage existing communication pathways (e.g., network/fiber) or identifying where City-approved alternative solutions are necessary. Additionally, documentation of available power sources at each site will be required. Providing network/fiber infrastructure plans and electrical plans that outline available power will enable our team to design solutions that are both efficient and cost-effective.
- Stakeholder Coordination: Assisting in scheduling meetings with City IT, Public Works, Police, and other relevant departments.
- Single Point of Contact: To further facilitate communication, Guidepost recommends the City designate a single point of contact (POC) who can serve as a liaison between our project team and the wider group of City stakeholders. This individual would act as a conduit for information gathering, ensuring that requests for data, documentation, or meeting coordination are

Exhibit A for City Contract 2026-085

addressed efficiently and consistently. Having a central POC will streamline communications, reduce duplication of effort, and help ensure project milestones remain on schedule.

- Review and Feedback: Providing timely review of draft deliverables and participation in progress meetings to confirm design direction.

This collaborative division of responsibilities ensures that Guidepost leads the technical execution, while City staff engagement is focused on facilitation, information sharing, and strategic decision-making. By providing technical knowledge of existing infrastructure and timely access to supporting documentation, City staff will enable Guidepost to design a system that maximizes use of current assets and reduces the need for redundant investment.

INNOVATIVE APPROACHES

Consultants are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize time and cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for services desired.

Guidepost is committed to delivering solutions that not only meet the City's immediate security needs but also position the system for long-term flexibility and sustainability. To achieve this, we incorporate innovative tools, technologies, and design approaches that maximize value and performance while ensuring the City retains control over future system growth. A key element of our approach is the use of mobile tablets equipped with Bluebeam Revu and custom overlays during onsite assessments. These tools allow our team to capture real-time data, apply standardized toolkits, and streamline markups and comments directly in the field. By reducing manual note-taking and accelerating the transition from site observations to finalized design documents, this technology ensures accuracy, efficiency, and timeliness in every phase of data gathering and design.

Guidepost also specifies open-platform, ONVIF-compliant solutions as the foundation of our system designs. This prevents vendor lock-in and preserves the City's ability to competitively procure equipment and expand systems as needs evolve. Our designs integrate advanced camera analytics such as people counting, license plate recognition (LPR), and object tracking, extending the utility of the system beyond passive monitoring to support proactive safety and operational objectives.

To support long-term system management, we will coordinate the development of contractor provided GIS-based mapping outputs of device locations during programming. These deliverables are fully compatible with City asset management systems, ensuring that camera infrastructure becomes part of the City's broader digital ecosystem. Where data storage is concerned, we provide comparative analyses of cloud and on-premises hybrid models, allowing the City to make informed decisions that balance cost efficiency, resilience, and scalability.

Finally, Guidepost develops phased budget options that break down cost estimates into prioritized packages. This allows the City to address high-risk sites first while maintaining a long-term roadmap for future system expansion and enhancements.

PROPOSED SCHEDULE

Provide a proposed schedule from kickoff to final deliverables (anticipated duration: 60-90 days).

Guidepost will complete this project within a maximum of 90 days, while maintaining flexibility to accommodate the City's internal review cycles and decision-making processes. Our schedule is designed to balance efficiency with collaboration, ensuring that stakeholders have the opportunity to provide input at critical milestones without delaying overall delivery.

During the first two weeks, we will initiate the project through a formal kickoff meeting, confirm objectives with City stakeholders, and submit data requests for existing documentation such as drawings, network diagrams, and infrastructure plans. This period will also be used to finalize the detailed project schedule, ensuring alignment on milestones and deliverables.

From weeks two through five, our team will conduct site assessments at all designated parks and well/tank locations. These visits will include evaluations of infrastructure, connectivity, and environmental considerations. The use of standardized assessment tools, GIS mapping, and mobile tablets equipped with Bluebeam Revu will allow our team to capture and organize data efficiently while onsite.

The design development phase will begin in weeks four through seven, when we translate field data into draft layouts for camera placement, network topology diagrams, and equipment specifications. This phase will result in a preliminary system design package, which will be shared with the City for initial review.

Between weeks six and eight, we will hold structured progress reviews with City stakeholders to present draft findings, discuss options, and incorporate feedback into the evolving design. This iterative process ensures that the City's priorities and operational needs are fully reflected in the final system.

In weeks eight through ten, Guidepost will prepare refined cost estimates, develop phased budget strategies, and produce a draft of the final design documents. This stage provides the City with actionable tools for procurement planning and phased implementation.

Finally, in weeks ten through twelve, all deliverables will undergo a rigorous internal QA/QC review to confirm compliance with applicable standards and City requirements. The project will conclude with a presentation to the City Council and the delivery of the finalized design package, ready for use in procurement and implementation.

This schedule provides ample time for collaboration, iterative feedback, and stakeholder engagement, while ensuring the project is delivered within the required timeframe. This is displayed graphically in the table below, assuming a January project kickoff:

Task	Start	End
Kickoff & Data Collection	1/5/2026	1/19/2026
Site Assessments	1/12/2026	2/9/2026
Draft Design Development	1/26/2026	2/23/2026
Progress Review & Feedback	2/9/2026	3/2/2026
Refined Cost Estimates & Draft Final Design	2/23/2026	3/16/2026
Final QA/QC, Council Presentation & Delivery	3/9/2026	3/30/2026

Please note the timeline dates used are for illustrative purposes and will be updated based on actual award and project kickoff.

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SCOPE OF SERVICES

The proposed scope of services has been prepared to meet all the requirements of the RFP and what we feel is necessary to successfully complete this project. The proposed services have been segregated into the following major phases:

TASK 1: PROJECT KICKOFF AND DISCOVERY

The project will begin with a formal kickoff meeting bringing together Guidepost and City stakeholders to confirm objectives, scope, and success criteria. During this phase, Guidepost will establish communication protocols, identify roles and responsibilities, and designate a single point of contact within the City to act as liaison to the broader stakeholder group. We will also review all existing documentation available to the City, including as-built drawings, IT network diagrams, electrical plans, and infrastructure maps.

Key outcomes of this phase will include:

- A finalized project schedule with milestones and review points.
- Agreed-upon communication protocols (weekly meetings, status updates).
- Confirmation of data/documentation required from City departments.
- Initial interviews with relevant stakeholders prior to onsite work

TASK 2: SITE ASSESSMENTS

Guidepost will conduct field assessments at all designated City parks and well/tank sites. These assessments will evaluate physical layout, lighting conditions, visibility, and environmental considerations while also reviewing historical incident data where available. The sites included in this assessment are:

Parks

- Brad Bates Park – 4200 Mountain View Rd, Turlock, CA 95382
- Bristol Park – 2500 Castleview Dr, Turlock, CA 95382
- Broadway Park – 501 N Broadway, Turlock, CA 95380
- Central Park – 115 S Golden State Blvd, Turlock, CA 95380
- Christoffersen Park – 601 E Christoffersen Pkwy, Turlock, CA 95382
- Columbia Park – 595 High St, Turlock, CA 95380
- Crane Park – 1555 E Canal Dr, Turlock, CA 95380
- Dale Pinkney Park – 4300 Cherry Blossom Ln, Turlock, CA 95382
- Donnelly Park – 600 Pedras Rd, Turlock, CA 95382
- Ferreira Ranch Park – 460 Sandy Way, Turlock, CA 95382
- GAR Park – 600 Marshall, Turlock, CA 95380
- Montana Park – 1001 Montana Ave, Turlock, CA 95380
- Markley Park – 3180 Berkeley Ave, Turlock, CA 95382
- Pedretti Park – 2400 N Tegner Rd, Turlock, CA 95382
- Curt Andre Park – 4235 N Kilroy Rd, Turlock, CA 95382
- Turlock Regional Sports Complex – 4545 N Kilroy Rd, Turlock, CA 95382
- Swanson-Centennial Park – 2101 Pinto Way, Turlock, CA 95380
- Tot Lot – 545 Clover Dr, Turlock, CA 95380
- Traditions Park – 4540 Traditions Way, Turlock, CA 95382
- BMX Bike Park / Walnut Basin – 4013 N Walnut Rd, Turlock, CA 95382
- Four Seasons Park – 1401 Four Seasons Park Dr, Turlock, CA 95382
- John Lazar Park – 1819 N Berkeley Ave, Turlock, CA 95382

- Denair Park — 850 E Main St, Turlock, CA 95380
- Quaile Rand Norton Park — 500 S Berkeley Ave, Turlock, CA 95380
- Rotary International Park — 1025 Gettysburg St, Turlock, CA 95382
- Soderquist Ballfield — 1100 Flower St, Turlock, CA 95380
- Summerfaire Park — 1350 Fulkerth Rd, Turlock, CA 95380
- North Basin Park / Singh Walkway — 4061 Country Walk Ln, Turlock, CA 95382
- Rose Circle Park — 173 Memory Ln, Turlock, CA 95382

Wells & Tanks

- Well 8 — 1690 Palmer Dr, Turlock, CA
- Well 13 — 1261 East Canal Dr, Turlock, CA
- Well 15 — 1502 West Main St, Turlock, CA
- Well 20 — 1200 West Monte Vista Ave, Turlock, CA
- Well 22 — 120 East Linwood Ave, Turlock, CA
- Well 27 — 420 East Zeering Rd, Turlock, CA
- Well 29 — 201 East Hawkeye Ave, Turlock, CA
- Well 30 — 991 South Orange St, Turlock, CA
- Well 31 — 3761 North Walnut Rd, Turlock, CA
- Well 32 — 1623 Alex Way, Turlock, CA
- Well 33 — 500 S Berkeley Ave, Turlock, CA (in park)
- Well 34 — 600 Dianne Dr, Turlock, CA
- Well 36 — 1317 North Soderquist Rd, Turlock, CA (in park)
- Well 37 — 4700 Crowell Rd, Turlock, CA
- Well 38 — 2919 West Christoffersen Pkwy, Turlock, CA
- Well 39 — 3900 Wellington Ln, Turlock, CA (in park)
- Well 40 — 501 South Walnut Rd, Turlock, CA
- Storage Tank — 401 3rd St, Turlock, CA
- Storage Tank — 512 South Kilroy Rd, Turlock, CA
- Storage Tank — 4706 Fulkerth Rd, Turlock, CA
- Storage Tank — 3500 North Quincy Rd, Denair, CA

In addition to the physical evaluation, we will:

- Identify priority intersections and traffic corridors based on safety impact, visibility, and traffic volume based on provided incident data and interviews.
- Provide bandwidth and connectivity requirements to coordinate with City IT in order to determine if existing fiber or network infrastructure can be leveraged or if upgrades are needed.
- Review available power sources and document electrical capacity at each site.
- Use mobile tablets with Bluebeam Revu overlays and customized toolkits to capture real-time observations, apply standardized markups, and streamline reporting accuracy.

This phase ensures that design recommendations are grounded in real site conditions and take advantage of existing assets wherever feasible.

TASK 3: SYSTEM DESIGN AND RECOMMENDATIONS

Drawing on assessment findings, Guidepost will develop a comprehensive draft system design. This design will detail the technical architecture of the security camera program, including:

- Camera placement drawings show coverage areas and field of view.
- Recommendations for appropriate camera types (fixed, multi-sensor/360 degree, PTZ, thermal, panoramic) based on each site's risk profile and layout.
- Connectivity diagrams that illustrate connectivity, bandwidth use, and redundancy.
- Coordination for power infrastructure and recommendations for reuse or upgrades of existing cabling, if applicable.
- Cybersecurity and access control protocols to protect data and restrict unauthorized access.
- Redundancy and failover strategies to ensure system resiliency.

This draft package will serve as the foundation for discussions with City stakeholders during progress reviews. Guidepost Solutions LLC will provide full design drawings in Construction Documents. Our drawings for each type of system will show each device location, system block diagrams, and detailed written specifications in CSI format. All drafting/engineering work will be completed using Revit or AutoCAD. Drawings will include:

- Title sheet with General Notes, Conventions, Symbols List, Abbreviation List, Schedules, and a Drawing Index.
- Site and floor plans showing specific device and equipment locations.
- System block diagrams for each system. Block diagrams show the logical relationships between equipment and sub-systems.
- Wire rooms, showing equipment layout and space requirements for all equipment.

Guidepost will prepare detailed specifications for the technology and equipment to be used. These recommendations will prioritize open-platform solutions that align with ONVIF standards, preventing vendor lock-in and ensuring long-term interoperability. The video management system will also be capable of providing a centralized, customizable video feed dashboard.

Specific areas of focus will include:

- Integration with the City's existing Axon Fusus platform for centralized video sharing.
- Recommendations for advanced analytics (motion detection, LPR, people counting, object tracking).
- Specification of a system health monitoring dashboard with real-time alerts for device failures, storage capacity issues, and unauthorized access.
- Comparative analyses of cloud, on-premises, and hybrid storage models, with pros/cons and scalability considerations.
- Encryption standards for both data in transit and at rest.

The design and specifications will be structured so that the City can competitively procure equipment while maintaining flexibility for future expansion.

Guidepost will provide the City with detailed, line-item cost estimates that include:

- Equipment (cameras, servers, storage, networking).
- Infrastructure (cabling, mounting, electrical upgrades).
- Implementation services (installation, configuration, testing).

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- Ongoing costs (software licensing, system maintenance, operational support).

Cost estimates will be accompanied by phased budget options when appropriate so the City can prioritize deployment at high-risk or high-value sites first while maintaining a roadmap for future expansion.

LEGAL AND POLICY CONSIDERATIONS

Guidepost will ensure the design adheres to all applicable federal, state, and local laws governing camera surveillance and public privacy. This includes:

- Signage requirements to provide public notice of monitoring.
- Data retention policies to define how long video is stored and how it is accessed.
- Recommendations for audit trails and user activity logging to protect system integrity.
- Alignment with established privacy standards and best practices for municipal surveillance systems.

These considerations ensure the City's program is legally compliant, transparent, and defensible.

DELIVERABLES

At the conclusion of the engagement, Guidepost will deliver a comprehensive package including:

- A Camera Monitoring System Design Document (plans, maps, and specifications).
- Budget estimate with phased implementation options to guide funding and rollout.
- A City Council presentation of the final design, providing elected officials with a clear understanding of the program's benefits and implementation strategy.

Interim Milestones include:

- Initial design and layout considerations with recommendations for initial City review.
- A 90% design document set, incorporating City comments and prepared for competitive bidding.
- Final design drawings and specifications

PROJECT ASSUMPTIONS + EXCLUSIONS

- Guidepost services under this proposal are limited to those expressly specified. The following additional services may be desired or required and, if performed at City of Turlock's direction, will be charged at Guidepost standard rates at fees as mutually agreed.
    - Changing or re-designing any project aspect or element previously submitted by Guidepost in compliance with this proposal, or previously approved by the City of Turlock including but not limited to project description, scope, requirements, goals, equipment, capabilities, facilities, contractors, plans, or designs.
    - Design or specification of door hardware, fire life safety requirements, fire life safety systems, emergency communication systems, IT network infrastructure including network design, switches, power, etc. or control systems or any other system not expressly required by this proposal.
    - IT/Network switch, firewalls, bandwidth study, etc. is not part of this proposal. We assume security equipment will reside on Owner network has the capacity and will be used for this project. Guidepost will coordinate IT requirements with City of Turlock.
    - Preparation of maintenance and operation manuals or as-built drawings will be the systems contractor's responsibility.
    - Training or establishing training programs (to be performed by the systems contractor).
    - System permits and approvals including Professional Engineering stamp if required.

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- The system designs will be prepared in compliance with Owner's standards and direction in end user meetings where the Owner Representative and Guidepost will both be present. Design beyond what is shown on the approved and accepted drawings shall be subject to additional compensation.
- This proposal does not include electrical engineering of new circuits. If required, this work shall be performed by others. Guidepost shall coordinate line voltage with the project's electrical engineer, where required by the system.
- This proposal does not include the design or specification of electrical raceway infrastructure including conduit, cabling, support structures, etc. Guidepost shall coordinate security equipment requirements with others, where required by the system.
- This proposal does not include structural engineering, blast engraining, or the design / specification of forced entry / ballistic windows and doors.
- This proposal does not include fire alarm, structured cabling, and audiovisual systems consulting and/or design services.
- This proposal assumes all system drawings will be produced using CAD or REVIT.
- We have provided what we feel is necessary for coordination, clash detection, and system design. Should additional coordination meetings, model reloading, etc. beyond a reasonable effort be required, additional service fees may be required.
- This proposal includes submission of full-size electronic PDF drawings for all deliverables and electronic model files as requested.
- Our scope of services is limited to the scope of work outlined in the RFP and as described within this proposal
- Reimbursable expenses will comply with Owner Standards.
- Design or specification of building management systems (BMS) or control systems or any other system not expressly required by this proposal.
- This proposal does not include construction permits or agency fees.

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Guidepost

STAFFING

Provide a list and resumes of individual(s) who will be working on this project, their relevant experience, and indicate the functions that each will perform and anticipated hours of service of each individual.

Proposed Team Member	Role/Function	Relevant Experience	Anticipated Hours of Services
Jordan Ferrantelli	Principal-in-Charge	▪ City of Burbank, Physical Security Program ▪ Van Buren Charter Township, Low-Voltage Design ▪ Charter Township of Redford, Low-Voltage Design ▪ Novato Unified School District, Video Surveillance Bridging Documents ▪ Albany Unified School District, Security Systems Design	20
Sean Wellford	Project Manager	▪ Town of Cary, NC, Physical Security Assessment and Master Planning ▪ New Haven Unified School District, Video Surveillance, Intrusion Detection Systems ▪ Cook County Courthouse, Security Assessment ▪ Chicago Public Schools Security Assessment ▪ M&T Bank Stadium, Assessment Services	160-200
Abinel Berhe	Subject Matter Expert	▪ Jurupa Community Services District, Security Camera Systems ▪ Albany Unified School District, Security Systems Design ▪ County of San Mateo, Cordilleras Mental Health, Low-Voltage Design Services	80-160*
Tim Olson	Subject Matter Expert	▪ Novato Unified School District, Video Surveillance Systems ▪ Provo City School Governance, Security System Audits ▪ New Haven Unified School District, Video Surveillance Systems	80-160*
Mustafa Durrani	Subject Matter Expert	▪ San Lorenzo Unified School District, Video Surveillance System Design ▪ Los Altos High School Gym Modernization, Security Systems Design ▪ Mountain View Hish School Gym Modernization, Security Systems Design	80-160*
Sandra Kotta	Subject Matter Expert	▪ San Francisco Public Utilities Commission, Pump Station, Security Systems ▪ San Francisco Public Utilities Commission, Westside Pump Station Reliability, Constructions Support Services ▪ Mountain View High School Packard Hall, Access Control Design	80-160*
Engineering Services	Drafting/CAD	▪ Multiple projects, including all design projects listed within this table	300-350
Ali Mortazavi	Professional Engineer	▪ Van Buren Charter Township, Low-Voltage Design ▪ Charter Township of Redford, Low-Voltage Design ▪ California State Teachers Retirement System, Low-Voltage Design ▪ New Haven Unified School District, Video Surveillance, Intrusion Detection Systems ▪ Novato Unified School District, Video Surveillance Systems	20

*Subject Matter Expert time subject to change based on project award, availability and site time coordination.

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Guidepost

FEE PROPOSAL

All proposers shall submit a fee proposal which delineates tasks, hours and cost for all staff working on the project. Proposals shall be valid for a minimum of 180 days following submission.

Guidepost can structure its engagements to meet the needs of City of Turlock through several options to include hourly rates, fixed fee rates, and retainer. The rate structure is largely based on the scope of work and the predictability of the planned activity. Our proposed fees below are for an all-in fixed fee cost.

Phase/Task	Estimated Hours	Total
Kickoff	28	$7,100
Site Assessments	120	$30,000
Design	644	$127,600
Estimated Reimbursable Expenses		$600
Total	**792**	**$165,300.00**

GUIDEPOST SOLUTIONS LLC - HOURLY RATES

Design Services	
Practice Lead / Principal Consultant	$300
Senior Consultant / Senior Project Manager / Professional Engineer	$250
Consultant / Project Manager	$225
BIM Manager	$195
Associate / Technology Designer	$185
BIM / REVIT Coordinator	$150
Subject Matter Expert - Advisory (Security / AV / Fire / TEL / GSOC)	$250

* * *

We appreciate the opportunity to submit our proposal to the City of Turlock. We are happy to discuss any aspect of our proposal and look forward to the opportunity of working with the City of Turlock on this important engagement.

Bogotá
Chicago
Dallas
Honolulu
London
Los Angeles
Mexico City
Miami
New York
Palm Beach
Phoenix
San Francisco
Seattle
Singapore
Walnut Creek
Washington, DC

WE ARE YOUR GUIDEPOST.

Guidepost Solutions offers global investigations, compliance, monitoring, and security and technology consulting solutions that keep you moving forward. Whether you are facing a challenge or pursuing an opportunity, our team of experts provides leadership and strategic guidance to address your needs.

JORDAN FERRANTELLI PSP, CPP

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GuidepostGlobal

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City Council Staff Report

January 13, 2026

From:	George Petrulakis, City Attorney Jason Hedden, Police Chief
Prepared by:	George Petrulakis, City Attorney, Jason Hedden, Police Chief
Agendized by:	Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Ordinance: Urgency Ordinance: Motion Introducing and waiving the First Reading of an Urgency Ordinance, waiving all future readings, making findings and establishing a temporary moratorium on the establishment of new, and relocation or physical expansion of existing tobacco retailer businesses, also known as smoke shops, within the City of Turlock to become effective immediately.

2. NARRATIVE:

Under the California Constitution Article XI, Section 7, and pursuant to its police powers, the City of Turlock is authorized to implement regulations for a public purpose and for the general welfare. The City aims to protect the public health, safety, and welfare of its residents through zoning, licensing, and safety regulations of specific commercial activities.

California Government Code section 36937 authorizes the City Council to adopt an urgency ordinance for "the immediate preservation of the public peace, health, or safety." Government Code section 65858 authorizes the City Council to adopt an interim ordinance "to protect the public safety, health, and welfare… to prohibit any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or planning department is considering or studying or intends to study within a reasonable time." The proposed Urgency Ordinance establishing a moratorium on Smoke Shops is included as Attachment 1.

Many state laws have been adopted which acknowledge the public health impacts of tobacco, especially flavored tobacco products, and specifically its effect on minors. For example, state law prohibits public school students from smoking or using tobacco products, while on campus, white attending school-sponsored activities, or while under the supervision or control of school district employees. State law also prohibits smoking in playgrounds as well as smoking within 20 feet of the main entrances and exits of public buildings.

In 2022 California voters upheld the state law ("SB 793") prohibiting a tobacco retailer, or any of the tobacco retailer's agents or employees, from selling, offering for sale, or possessing with the intent to sell or offer for sale, most flavored tobacco products including flavored e-cigarettes and menthol cigarettes, as well as tobacco product flavor enhancers in retail locations. Since then, legislation has been passed further strengthening the regulation of flavored tobacco, making any and all flavored tobacco and tobacco products prohibited. The most recent legislation was passed in October 2025. Flavored tobacco is a special concern as such products are sought out by youth and nicotine is especially harmful to them. A representative sample of information explaining these threats is provided as Attachment 2.

On December 17, 2025 Turlock Police Department, through its Street Crimes Unit ("SCU"), in coordination with the California Department of Tax and Fee Administration ("CDTFA"), conducted a City-led, multi-agency operation addressing Smoke Shops operating within the City. SCU and CDTFA were attempted to inspect five Smoke Shops, however, two Smoke Shop establishments were found to be closed during normal business hours, limiting the ability of City and state agencies to assess compliance at those locations. Nevertheless, the three Smoke Shops that were inspected were found to be in major violation of several state laws regarding flavored tobacco and cannabis.

At the first inspected Smoke Shop location, enforcement personnel documented approximately forty-two (42) packages of flavor-enhancer additives, fifteen (15) vaping products, eighteen (18) packages of THC products, and approximately thirty (30) packages of flavored tobacco products.

At the second inspected Smoke Shop location, enforcement personnel documented approximately seventeen (17) packages of flavor-enhancer additives, forty-four (44) THC products including vape pens and cartridges, and approximately fifty-seven (57) packages of flavored tobacco products.

At a third inspected Smoke Shop location, enforcement personnel documented hundreds of packages of flavor-enhancer and flavored tobacco, more than two hundred fifty (250) individual flavored nicotine cartridges, and approximately twenty (20) packages of THC products.

In total, the SCU and CDTFA were able to recover thirty (30) evidence boxes of prohibited products in one day. The quantity and variety of the products confiscated during the operation reflected commercial-scale retail distribution rather than isolated or inadvertent noncompliance. Many of these prohibited products are flavored tobacco products aimed at youth. Representative photographs from the City's Smoke Shop operation are shown in Attachment 3.

The City seeks to modernize and strengthen the City's current approach to Smoke Shops due to the high volume of illegal sales of flavored tobacco in the City and other illegal activity such as THC sales, making these businesses a source of significant unlawful activity.

Given these circumstances, the City recognizes the urgent need to address this public health and safety issue. There exists a current and immediate threat to the public health, safety, and welfare that necessitates the adoption of this interim urgency ordinance to temporarily prohibit the establishment, relocation, or expansion of Smoke Shops while the City evaluates and adopts permanent regulatory measures. The proposed moratorium on tobacco retailer businesses aims to tackle the immediate concerns of increased accessibility and the attractiveness of tobacco products to the City's youth, and increasing amounts of crime and safety issues presented by such businesses. The moratorium will provide the City with the necessary time to assess the current situation, consider possible regulations and measures to protect the community and bring forward a proposed path forward to the Council.

This moratorium will apply exclusively to retailers within the City that meet the criteria of a

"tobacco retailer business" which means a retailer or wholesale business or any person that: (1) sells, offers for sale, or offers to exchange for any form of consideration, tobacco, hemp products, tobacco products, or tobacco and cannabis paraphernalia; and (2) has 25% or more of the square feet in the establishment used for the sale or display of tobacco, tobacco products, or tobacco and cannabis paraphernalia, as defined in the Urgency Ordinance.

During the moratorium, no new license, permit, or other land use approval may be approved or issued by the City. This includes the issuance of a business license, building permit, conditional use permit, or other land use approval for the establishment, relocation, or physical expansion of a tobacco retailer business.

The attached Urgency Ordinance includes the requisite Government Code findings and, if adopted, would provide a 45-day moratorium to provide staff with time to research, study, and prepare recommendations for the Council's consideration. If adopted, no new tobacco retailing business, use, or operation may be established in the City. Such an ordinance must be approved by a four-fifths vote of the Council. Thereafter, the Urgency Ordinance would remain in effect for 45 days unless repealed, terminated, or extended by the Council pursuant to Government Code section 65858.

3. FISCAL IMPACT / BUDGET AMENDMENT:

This item has no fiscal impact.

4. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of CEQA pursuant to CEQA Guidelines section 15061(b)(3), because it can be seen with certainty that adoption of the Urgency Ordinance has no possibility of resulting in a significant effect on the environment.

5. ATTACHMENTS:

1. Urgency Ordinance
2. Information Regarding Threat to Youth
3. Photographs from Turlock Police Department Smoke Shop Operation

Attachment 1

Urgency Ordinance

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TURLOCK MAKING FINDINGS AND ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF NEW, AND RELOCATION OR PHYSICAL EXPANSION OF EXISTING, TOBACCO RETAILER BUSINESSES, ALSO KNOWN AS SMOKE SHOPS, WITHIN THE CITY OF TURLOCK TO BECOME EFFECTIVE IMMEDIATELY	**ORDINANCE NO. 13XX-CS**

WHEREAS, the City of Turlock ("City") is a General Law City under the constitution and laws of the State of California; and

WHEREAS, the City Council has broad discretion pursuant to California Constitution Article XI, Section 7; and the general law of the state, including, but not limited to, the California Planning and Zoning Law (Gov. Code section 65000 et seq.), to legislate for public purposes and for the general welfare, including, but not limited to, matters of public health, safety, and welfare; and

WHEREAS, the City protects the public health, safety, and welfare of the community through numerous avenues, including by establishing and enforcing zoning, licensing, and health and safety regulations on specified commercial activities; and

WHEREAS, Government Code section 65858, subdivision (a) provides that the legislative body of a city may, to protect the public safety, health, and welfare, adopt as an urgency measure an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal the City Council is considering or studying or intends to study; and

WHEREAS, many state laws have been adopted, which acknowledge the public health impacts of tobacco, especially flavored tobacco products, and specifically its effect on minors. For example, state law prohibits public school students from smoking or using tobacco products while on campus, while attending school-sponsored activities, or while under the supervision or control of school district employees. State law also prohibits smoking in playgrounds. State law also prohibits smoking within twenty (20) feet of the main entrances and exits of public buildings; and

WHEREAS, on November 8, 2022, California voters upheld the state law ("SB 793") prohibiting a tobacco retailer, or any of the tobacco retailer's agents or employees, from selling, offering for sale, or possessing with the intent to sell or offer for sale, most flavored tobacco products including flavored e-cigarettes and menthol cigarettes, as well as tobacco product flavor enhancers in retail locations; and

WHEREAS, on October 7, 2023, Governor Newsom signed into law AB 935, strengthening the enforcement of the flavored tobacco retail law and broadening the definition of retail location; and

WHEREAS, in September 2024, Governor Newson signed into law AB 3218 and SB 1230, furthering the regulation of flavored tobacco products; and

WHEREAS, on October 3, 2025, Governor Newsom signed into law AB 573, increasing state licensing fees for retailers; and

WHEREAS, the City Council seeks to modernize and strengthen the City's regulatory approach to Tobacco Retailer Businesses and Smoke Shop uses (together, "Smoke Shops") in order to address evolving public health concerns, land-use impacts, and enforcement challenges associated with such businesses, and to ensure that local regulations are current, effective, and aligned with state law and community standards; and

WHEREAS, on December 17, 2025, the Turlock Police Department, through its Street Crimes Unit ("SCU"), in coordination with the California Department of Tax and Fee Administration ("CDTFA"), conducted a City-led, multi-agency operation addressing Smoke Shops operating within the City; and

WHEREAS, the SCU is a specialized unit composed entirely of sworn Turlock Police Department officers and conducted the operation as part of the City's ongoing local enforcement efforts; and

WHEREAS, during that operation, three Smoke Shop locations were inspected and each location was found to be offering for sale substantial quantities of prohibited or unlawfully regulated products, including flavored tobacco products, flavored nicotine products, vaping products, chemical flavor-enhancer additives; and

WHEREAS, during that operation, locations were also found to be offering for sale products marketed or labeled as containing tetrahydrocannabinol ("THC") or THC analogs, including vape pens and cartridges, despite not being licensed cannabis retailers under state law; and

WHEREAS, at one inspected Smoke Shop location, enforcement personnel documented approximately forty-two (42) packages of flavor-enhancer additives, fifteen (15) vaping products, eighteen (18) packages of THC products, and approximately thirty (30) packages of flavored tobacco products; and

WHEREAS, at a second inspected Smoke Shop location, enforcement personnel documented approximately seventeen (17) packages of flavor-enhancer additives, forty-four (44) THC products including vape pens and cartridges, and approximately fifty-seven (57) packages of flavored tobacco products; and

WHEREAS, at a third inspected Smoke Shop location, enforcement personnel documented hundreds of packages of flavor-enhancer and flavored tobacco, more than two hundred fifty (250) individual flavored nicotine cartridges, and approximately twenty (20) packages of THC products; and

WHEREAS, the quantities and variety of products documented during the enforcement operation reflected commercial-scale retail distribution rather than isolated or inadvertent noncompliance, and enforcement personnel collected approximately thirty (30) evidence boxes of prohibited products in a single day; and

WHEREAS, during the same enforcement operation, enforcement personnel attempted to inspect additional Smoke Shop locations within the City, but two known Smoke Shop establishments were found to be closed during normal business hours, limiting the ability of City

and state agencies to assess compliance at those locations; and

WHEREAS, the City Council finds that the sale of flavored tobacco products, flavored nicotine products, and THC-containing or THC-labeled products in Smoke Shops presents heightened risks to public health and safety, particularly with respect to youth access, and creates significant enforcement challenges for City and state agencies; and

WHEREAS, the City Council further finds that the documented enforcement conditions identified through City-led operation demonstrate the need for the City to study and adopt appropriate zoning, licensing, and operational standards applicable to Smoke Shops; and

WHEREAS, the City Council further finds that allowing the establishment of additional Smoke Shops or the relocation or physical expansion of existing Smoke Shops during the pendency of that study would likely exacerbate existing enforcement difficulties, increase the availability of prohibited products, strain limited City resources, and undermine the City's ability to protect the public health, safety, and welfare; and

WHEREAS, based on the specific facts described above, the City Council finds that there exists a current and immediate threat to the public health, safety, and welfare that necessitates the adoption of this interim urgency ordinance to temporarily prohibit the establishment, relocation, or expansion of Smoke Shops while the City evaluates and adopts permanent regulatory measures; and

WHEREAS, Government Code section 36937 authorizes the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health, or safety; and

WHEREAS, Government Code section 65858 provides that to protect against any current and immediate threats to public health, safety, or welfare, the City Council may adopt, as an urgency measure, an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City plans to study; and

WHEREAS, the City is studying zoning and other proposals to regulate Smoke Shops; and

WHEREAS, this temporary moratorium will provide City staff and the Planning Commission with the opportunity to study the various options to regulate Smoke Shops.

NOW, THEREFORE, the City Council of the City of Turlock hereby ordains as follows:

SECTION 1. Recitals.

The above recitals are true and correct and are hereby adopted as the City Council's findings.

SECTION 2. Purpose and Authority.

In the interest of protecting the health, safety, and welfare of the residents in the City of Turlock, it is the purpose and intent of this urgency ordinance to place a temporary moratorium on the issuance of any new permit, license, or other entitlement including, without limitation, zoning approvals, zoning certificates, and business licenses, for any tobacco retailer business, also known as Smoke Shops, in the City of Turlock. This includes any new permit, license, or other entitlement for the relocation or physical expansion of existing business falling under the definition of a tobacco retailer as defined under this ordinance. The City Council has the authority to adopt

this ordinance pursuant to California Government Code sections 36937 and 65858 as an urgency measure prohibiting any use that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City is considering or studying.

SECTION 3. Additional Findings.
The City Council hereby finds and determines that all of the foregoing recitals and findings are true and correct and are incorporated herein by reference. The City Council further finds that Smoke Shops constitute an immediate threat to the public health, safety, and welfare. Recent Turlock Police Department operations have demonstrated ongoing and commercial-scale availability of prohibited products in Smoke Shops within the City. Many of these prohibited products are flavored tobacco products aimed at youth. Existing City regulatory tools require modernization to adequately address the impacts associated with Smoke Shops. The approval of additional entitlements for Smoke Shops and approval of the relocation or physical expansion of existing Smoke Shops under the City's current regulations will further threaten the public health, safety, and welfare and would exacerbate these documented existing risks. The adoption of this urgency ordinance is therefore necessary for the immediate protection of public health, safety, and welfare.

SECTION 4. Definitions.

A. "Person" shall mean any individual natural person, firm, partnership, joint venture, limited liability company, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

B. "Tobacco Paraphernalia" means any device, product, equipment, or material of any kind that is intended or designed for use for smoking, inhaling, or ingesting tobacco or cannabis, notwithstanding that the device, product, equipment, or material may also be used for smoking, inhaling, or ingesting any controlled substance. Tobacco paraphernalia includes, but is not limited to, all of the following: (i) metal, ivory, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured bowls; (ii) water pipes; (iii) bongs; (iv) chillums; (v) ice pipes or chillers; (vi) cigarette papers or wrappers; (vii) cigarette rolling machines; (viii) blunt wraps, as defined in Section 308 of the Penal Code; (ix) hookahs and similar devices constructed with a receptacle or container in which water or some other liquid may be placed into which smoke passes and is cooled in the process of being inhaled or ingested; and (x) any electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah. Tobacco Paraphernalia shall include any component, part, or accessory of the foregoing, whether or not sold separately.

C. "Tobacco Product" means any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, e-cigarettes (with or without flavoring), cigars, little cigars, chewing tobacco, pipe tobacco, or snuff, or vaping accessories. Tobacco Product shall include any component, part, or accessory of the foregoing, whether or not sold separately. Tobacco Product does not include a product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketing and

solely for such an approved purpose.

D. “Tobacco Retailer Business” or “Smoke Shop” shall mean a retailer or wholesale business or any person that: (1) sells, offers for sale, or offers to exchange for any form of consideration, tobacco, hemp products, Tobacco Products, or Tobacco Paraphernalia; and (2) has twenty-five percent (25%) or more of the square feet in the establishment used for the sale or display of tobacco, hemp products, Tobacco Products, or Tobacco Paraphernalia.

SECTION 5. Moratorium Imposed.

A. Scope. In accordance with the authority granted the City of Turlock under Article XI, Section 7 of the California Constitution and California Government Code section 65858, from and after the effective date of this ordinance, no license, permit, certificate or other entitlement for use, including, but not limited to, the issuance of a business license, building permit, conditional use permit, zoning certificate or other land use approval, shall be approved or issued by the City for the establishment, relocation or physical expansion of a Tobacco Retailer Business. Additionally, the establishment, relocation, or physical expansion of the Tobacco Retailer Business is hereby expressly prohibited in all areas and zoning districts of the City.

B. Exceptions. This ordinance shall not prohibit the renewal of a business license for an existing Tobacco Retailer Business, provided that the renewal seeks to maintain the business without physical expansion and in its current location, and the Tobacco Retailer Business is operating in a manner, and housed within a building, which complies with all City, State, Federal, or otherwise applicable, codes, rules, regulations, or laws.

SECTION 6. Violation.

Except as otherwise permitted under this ordinance, the establishment, relocation, or physical expansion of a Tobacco Retailer Business within the limits of the City is declared to be a public nuisance. Violations of this ordinance may be enforced by any applicable laws or ordinances, including, but not limited to, injunctions or administrative or criminal penalties under the Turlock Municipal Code.

SECTION 7. Term of Ordinance.

This ordinance shall be in effect from the date of adoption for a period of forty-five (45) days, unless it is extended pursuant to California Government Code section 65858 or other applicable law, as approved by the City Council.

SECTION 8. Environmental Review / California Environmental Quality Act (CEQA).

This ordinance is intended to preserve the status quo, and it will not cause a direct physical change in the environment, nor a reasonably foreseeable indirect physical change in the environment. The enactment of this ordinance, therefore, does not constitute the approval of a project under the California Environmental Quality Act (“CEQA”), and it is exempt from CEQA.

SECTION 9. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions be severed, and the balance of the ordinance be enforced.

SECTION 10. Effective Date and Publication.

This ordinance, passed by at least a four-fifths vote of the City Council, is declared to be an interim urgency ordinance for preserving the public health, safety, and welfare and shall take effect and be enforced immediately upon adoption pursuant to Government Code section 36937.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13TH day of January, 2026, by the following vote:

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

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

Attachment 2

Information Regarding Threat to Youth

Monitoring a Changing Tobacco Product Market in the United States

Jan. 05, 2026 | 3 min read

TOPIC Emerging Tobacco Products

SUBTOPICS E-cigarettes / Vaping, Zyn

RELATED MATERIALS +

How have e-cigarettes changed over time?

Urgent Action Needed to Protect Kids from Flavored Tobacco

Monitoring a Changing Tobacco Product Market in the United States is the second annual review of nicotine market trends from the Monitoring Tobacco Product Use project. The report analyzes retail data on nicotine products sold from January 2019 to December 2024 and results from the Tobacco Epidemic Evaluation Network (TEEN+) Study, a nationally representative survey of youth and young adults aged 13-24.

Executive summary

While youth e-cigarette use has declined from its peak in 2019—when over 5 million young people used e-cigarettes—youth and young adult tobacco product use, which drives nicotine addiction, remains a serious concern. Young people have access to bigger and cheaper e-cigarettes and are using them with alarming frequency, showing signs of addiction. Additionally, the introduction of nicotine pouches, the most rapidly expanding tobacco or nicotine product category, provides a new avenue for youth uptake of flavored nicotine.

Retail sales data show that, due to increases in product size and nicotine concentration, the total amount of nicotine sold in e-cigarettes surged by 249.2% between February 2020 and June 2024. This increase in nicotine sales has been observed even as sales of e-cigarette devices have declined. Flavored, disposable products continue to account for the majority of sales. In a market where most e-cigarette products offered for sale are illegal and do not have U.S. Food and Drug Administration authorization, the proliferation of flavored, high-nicotine products—combined with low prices and new "smart" features such as screens,

games and apps—threatens to undo progress to curb nicotine addiction among young people.

This report uses retail scanner data on e-cigarettes and nicotine pouches sold from January 2019 through December 2024 at brick-and-mortar retailers like convenience stores, gas stations, mass merchandisers, dollar stores and military commissaries. It also uses behavioral data from the Tobacco Epidemic Evaluation Network (TEEN+) Study, a nationally representative, address-based, longitudinal cohort of youth and young adults. Specifically, this report includes data from TEEN+ Wave 5, fielded from August to December 2024. This report additionally describes the impact of state and local flavored tobacco restrictions, including a case study on California's law, covering implementation, enforcement and the early success of the statewide law.

Specifically, this report finds that:

- **Disposable e-cigarettes deliver more nicotine at cheaper prices:** Disposable e-cigarettes continue to grow bigger and cheaper, offering more nicotine at a lower price per milligram, making them more accessible to price-sensitive youth. The average e-liquid volume for disposable devices increased 613.9% between February 2020 and June 2024, and the price per milligram of nicotine in disposable devices was 27% of the price per milligram of nicotine in prefilled devices in June 2024.
- **Disposable e-cigarettes continue to be top sellers:** As of December 2024, 93.4% of the 7,051 e-cigarette products available on the market were disposable e-cigarettes. Disposable e-cigarette sales surged following the Food and Drug Administration's (FDA) February 2020 enforcement policy, which restricted the sale of flavored (except menthol) cartridge-based e-cigarettes and allowed for the continued sale of disposable e-cigarettes of any flavor. Between February 2020 and December 2024, disposable e-cigarette sales increased by 206.0% (4.1 million units to 12.5 million units) with their unit share increasing to 60.4% of total e-cigarette sales.
- **Flavored e-cigarettes continue to drive e-cigarette sales and youth use:** 97.7% of youth (ages 13–17) and 95.5% of young adults (ages 18–27)

who used e-cigarettes in the past 30 days reported using a flavored e-cigarette. Similar to previous years, the majority (81.4%) of e-cigarettes sold in 2024 were flavored to taste like something other than tobacco.

- **Most e-cigarette products on the U.S. market are illegal and do not have FDA authorization:** To date, the FDA has authorized the sale of 39 e-cigarettes, all of which are tobacco- or menthol-flavored. All other e-cigarettes offered for sale in the U.S.—most of which are fruit, sweet and mint flavors—are being sold illegally.

- **Young people are using e-cigarettes with alarming frequency:** About half of young adults (51.1%) and 39.6% of youth who used e-cigarettes in the past 30 days used them frequently—on 20 or more days. Nearly one-quarter (24.0%) of youth and nearly one-third (30.9%) of young adults who reported past-month e-cigarette use indicated that on the days they used e-cigarettes, they picked up their devices to use them more than 20 times.

- **High-tech "smart" vapes pose new risks to young people:** Several top e-cigarette brands are selling "smart" vapes, a growing category of unauthorized e-cigarettes that appeal to young people. From August to December 2024, nearly one-third of youth (32.3%) and young adults (32.6%) who currently used e-cigarettes reported that they used a "smart" vape in the past 30 days.

- **Nicotine pouches offer a new source of flavored nicotine:** From January 2023 to December 2024, total nicotine pouch dollar sales nearly tripled from $145.5 million to $404.1 million. The top-selling nicotine pouches are flavored, with mint leading the way, accounting for 60.9% of nicotine pouch sales by December 2024.5 Current (past 30-day) use of nicotine pouches increased from 1.4% among high school students in 2022 to 2.4% in 2024.

- **Flavored tobacco sales restrictions reduce tobacco product access and use:** The U.S. Surgeon General's report on reducing tobacco-related death and disease explicitly recommends sales restrictions as a tool to reduce youth tobacco use and tobacco use disparities. Despite established research that these policies work, only 27.2% of the U.S. population is covered by a flavored tobacco sales restriction.

These findings make it clear that ongoing federal regulation is needed to eliminate illegal e-cigarette products, as well as all flavored nicotine products, from the market. In the meantime, states, localities and tribal nations should continue their efforts to educate people about the public health concerns associated with flavored tobacco products. Jurisdictions with the capacity should continue their efforts to prohibit the sale of all flavored tobacco products, educate retailers and implement strong enforcement policies, learning lessons from states who have successfully paved the way.

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Msg&Data rates may apply; msgs are automated.

FLAVORED E-CIGARETTES HOOK KIDS

In recent years, tobacco companies have significantly stepped up the introduction and marketing of flavored non-cigarette tobacco products, especially e-cigarettes. These products are widely available and popular with kids. Flavored e-cigarettes are undermining the nation's overall efforts to reduce youth tobacco use and putting a new generation of kids at risk of nicotine addiction and the serious health harms that result from tobacco use.

Electronic Cigarettes Are the Most Popular Tobacco Product Among Youth

Given the dramatic growth in the availability and marketing of e-cigarettes, it is no surprise that e-cigarettes have been the most commonly used tobacco product among youth since 2014. Youth e-cigarette use remains a serious public health concern, with over 1.6 million youth, including 7.8% of US high schoolers, reporting current e-cigarette use in 2024.[1] Each day, more than 3,500 kids (under 18) try e-cigarettes for the first time.[2]

Youth are not just experimenting with e-cigarettes, but using them on a frequent basis, an indicator of serious addiction. In 2024, 42.1% of high school e-cigarette users reported vaping on 20 or more days/month, and 29.7% reported daily use. In total, 430,000 middle and high school students are vaping every single day.[3] According to the FDA, "Teens who vape may end up addicted to nicotine faster than teens who smoke cigarettes. This is because vapes may expose users to more nicotine and may be used more frequently. Plus, e-cigarettes may come in flavors that appeal to youth. Appealing flavors may cause teens to vape longer and more often, putting them at risk for nicotine addiction."[4]

E-Cigarettes are Widely Available in Kid-Friendly Flavors

Internal tobacco industry documents show that tobacco companies have a long history of using flavors to reduce the harshness of their products to make them more appealing to new users, almost all of whom are under age 18.[5] Not surprisingly, the youth e-cigarette epidemic coincided with an explosion of sweet-flavored e-cigarette products.

In February 2020, the FDA restricted some flavors in cartridge-based e-cigarettes, but exempted menthol-flavored e-cigarettes and left flavored e-liquids and disposable e-cigarettes widely available in every imaginable flavor. These products continue to drive e-cigarette sales as users have simply shifted to exempted products.:

- From February 2, 2020, to May 18, 2025, disposable e-cigarette sales increased by 202.5% (4.1 million units to 12.3 million units); their unit share increased from 26.0% to 60.9% of total e-cigarette sales. As of May 18, 2025, 94.7% of disposable sales were for flavored products.[6]
- As of May 18, 2025, menthol-flavored e-cigarette sales accounted for 26.2% of the overall e-cigarette market and 60.3% of the prefilled cartridge market.[7]

Flavored E-Cigarettes Are Popular Among Youth

Flavors play a major role in youth use of e-cigarettes because they mask the harsh taste and make it easier for new users to initiate use. In addition, many youth perceive flavored tobacco products to be less harmful.[8] The 2016 Surgeon General Report on e-cigarettes concluded that flavors are among the most commonly cited reasons for using e-cigarettes among youth and young adults.[9]

- The 2024 NYTS found that 87.6% of youth e-cigarette users use flavored products. Among youth e-cigarette users, the most commonly used flavor types were fruit (62.8%), candy/desserts/other sweets (33.3%), mint (25.1%) and menthol (15.1%). In addition to mint and menthol, flavored e-cigarettes with other cooling agents—often marketed as "ice" or "iced"—have also become popular with youth. In 2024, 54.6% of youth e-cigarette users reported using a flavor that included the word "ice" or "iced." [10]

- Data from the 2016-2017 wave of the PATH study it found that 70.3% say they use e-cigarettes "because they come in flavors I like."[11]

- Disposable e-cigarettes come in a wide array of kid-friendly flavors, like cotton candy, strawberry, and mint, which have become increasingly popular among kids. In 2024, 55.6% of youth e-cigarette users reported using disposable e-cigarettes.[12] Among current youth users of flavored disposable e-cigarettes in 2023, the most popular flavor types are fruit (70.5%) and candy, desserts, and other sweets (39.8%).[13] A recent study found that many unauthorized disposable e-cigarettes contain neotame, an artificial sweetener that is thousands of times sweeter than sugar.[14]

Health Effects of Flavored E-Cigarettes

Flavored e-cigarettes contain nicotine, the highly addictive chemical that makes it so easy to get hooked on tobacco products and so hard to quit. According to the Surgeon General, "The use of products containing nicotine in any form among youth, including in e-cigarettes, is unsafe."[15] Nicotine can have lasting damaging effects on adolescent brain development—the brain keeps developing until about age 25. In particular, nicotine use can harm the parts of the adolescent brain responsible for attention, learning, mood and impulse control.[16] Flavored e-cigarettes can set kids up for a lifetime of addiction. Youth who use e-cigarettes are at greater risk of using more dangerous combustible tobacco products.[17] Nicotine addiction can also make tobacco users more susceptible to addiction to other drugs such as cocaine and methamphetamine.[18]

Flavorings in e-cigarettes can also pose additional health hazards. CDC warns that the e-cigarette aerosol inhaled by users can contain harmful or potentially harmful chemicals, including "[f]lavorings such as diacetyl, a chemical linked to a serious lung disease. Some flavorings used in e-cigarettes may be safe to eat but not to inhale because the lungs process substances differently than the gut."[19] In its 2024 report, the Surgeon General concluded, "Determinations that flavorants are 'generally recognized as safe' for use in foods are not applicable to the inhalation of tobacco products. These ingredients, when inhaled, may be directly toxic to the lungs or could result in higher absorption of toxicants."[20] According to the FDA, "Flavorings that are safe for use in food may become toxic when these chemicals are heated and inhaled. Some have been shown to be harmful to the lungs."[21]

Campaign for Tobacco-Free Kids, August 21, 2025 / Laura Bach

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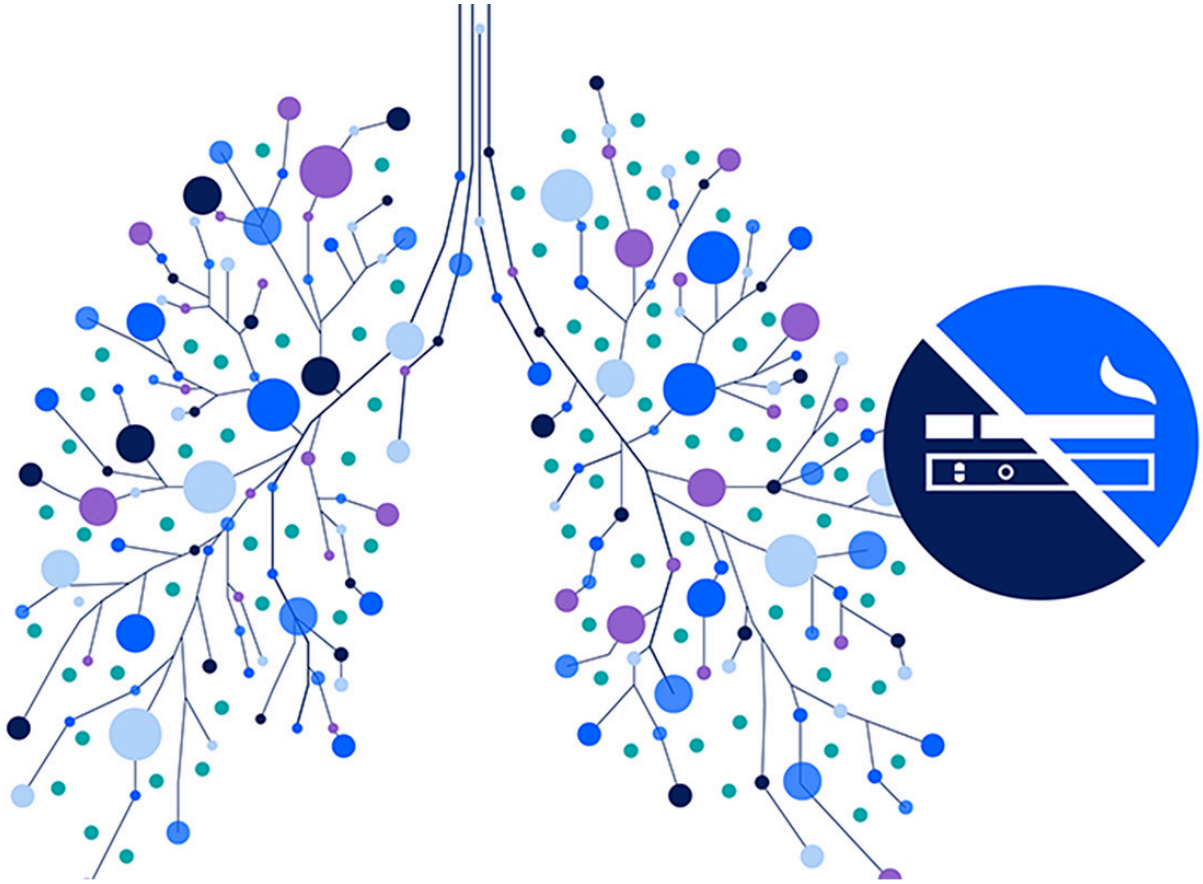
9 of the Strategies Big Tobacco Uses to Target Kids

‡ www.lung.org/research/sotc/by-the-numbers/8-things-industry-ecigs



Cigarette companies have always recognized youth as their “replacement generation” and have employed a myriad of strategies and tactics to target, attract and addict them to tobacco products. Right from the start, e-cigarette companies took their tactics straight from Big Tobacco’s playbook – and now we’re seeing the same thing with nicotine pouches.

Data from the 2024 National Youth Tobacco Survey (NYTS) show more than 1.6 million middle and high school students using e-cigarettes in 2024, the most common form of tobacco use among youth in the U.S. Nicotine pouches are the second-most commonly used tobacco product among youth, with nearly half a million middle and high school students using nicotine pouches in 2024. [1] The frequency of e-cigarette use by teens is especially alarming with over 40% of high school students who vape doing so frequently (20 or more of the past 30 days), and close to 30% are vaping daily. Among students who use nicotine pouches, nearly 30% use them frequently and over 20% use them daily.[2] This regular use underscores how addicted youth have become to both products.

1. Groundhog Day!

Tobacco companies used the same tactics to hook youth on e-cigarettes and nicotine pouches that they used to hook kids on cigarettes.*

2. Flavors

Flavored e-cigarette use among kids remains extremely high. Almost 90% of middle and high school students who vape reported using flavored e-cigarettes, with the top four flavors being fruit, candy/dessert/other sweets, mint and menthol. Kids continue to follow the available e-cigarette flavors; with the top one being fruit at 63% and close to 20% of youth e-cigarette users report using menthol e-cigarettes.[3]

Over 85% of middle and high school students who use nicotine pouches reported using those which are flavored. The top nicotine pouch flavors are mint, fruit and menthol, with over 19% of youth nicotine pouch users reporting menthol flavored nicotine pouch use.[3]

3. All the ads!

Over 75% of students in 2022 reported seeing tobacco ads on TV, and a variety of other mediums especially on the internet – including for e-cigarettes and nicotine pouches. Over 73% of students who use social media specifically reported seeing e-cigarette–related content.*[4]

4. Corporate Sponsorships

Like the tobacco companies before them, e-cigarette companies have used corporate sponsorships, like auto racing, to showcase their companies and brands.*

5. Eat your vegetables

E-cigarette companies have falsely advertised that their products are less harmful, encouraging people to try their product, which is anything but good for you. Nicotine pouch companies have used similar tactics, including advertising their products as “tobacco-free."

6. Money Money Money

The industry used discounts and coupons to get kids to try e-cigarettes and nicotine pouches, but in true 21st century fashion, they also reached out directly through social media to get to kids.*

7. Who is that?

Online vendors and sales easily allowed youth to pose as adults to access e-cigarettes and nicotine pouches.

8. It's hidden in plain sight…

Nicotine pouch cans, meanwhile, may look similar to colorful candy and mint cans.

9. They Look Like Toys?!?!

Not only are e-cigarette products designed to be discrete, they now can look like everyday items such as children's toys, video games or cell phones. FDA must continue to crack down on these products.

**Images courtesy of TrinketsAndTrash.org and FDA Press Releases.*

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Join over 700,000 people who receive the latest news about lung health, including research, lung disease, air quality, quitting tobacco, inspiring stories and more!

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Page last updated: January 27, 2025

Attachment 3

Photographs from Turlock Police Department Smoke Shop Operation

CANDY KING
Flavors
STRAWBERRY ROLLS
MULTI-PURPOSE FLAVORING
20 mL (0.676 FL OZ)
Pod Flavors

BACK BY POPULAR DEMAND
PARKING ONLY
Sun Slush
35000 PUFFS
meloso
MIAMI MINT
MEXICO MANGO
FOGER
WATERMELON ICE
WHITE GUMMY
30000
GREEN APPLE BLUEBERRY
WHITE PEACH RASPBERRY
UTBAR
BLUE RAZZICY
COLA SLUSH
WARNING:
THIS PRODUCT CONTAINS NICOTINE. NICOTINE IS AN ADDICTIVE CHEMICAL.
JUICY PEACH ICE

VOZOL
RAVE 50000
WARNING: This product contains nicotine. Nicotine is an addictive chemical.
WARNING: THIS PRODUCT CONTAINS NICOTINE. NICOTINE IS AN ADDICTIVE CHEMICAL.
GEEK BAR
PULSE X
Vol.9
QUICK FIX
PRO
BLEAK STREAK

BACK BY POPULAR DEMAND
Dutch
BLUE DREAM FUSION
LOOSE LEAF
Cookies
CHIEF KEEF
WARNING:
This product contains nicotine. Nicotine is an addictive chemical.
CIGARS
WOODS
RUSSIAN CREAM
SWISHER SWEETS
$1.49
Watermelon Crush
Birthday Cake Crush

Black & Mild
FILTER TIP Singles
99¢
Fiesta
BACKWOODS
SWISHER SWEETS
CIGARILLOS
$1.49
$1.99
Dutch
GREEN ENVY
30 PREMIUM CIGARILLOS
SAVE MORE 2
SLOW BURN
SUNSET DREAM
BLUE DREAM FUSION
5 BOLD
BOLD
ALL NATURAL LEAF WRAPPER
5 WHITE Cigars
WHITE
WARNING: Tobacco smoke increases the risk of lung cancer and heart disease, even in nonsmokers.
WARNING: Cigar smoking can cause lung cancer and heart disease.
SURGEON GENERAL WARNING: Cigar Smoking Can Cause Lung Cancers, Heart Disease, Emphysema, And Chronic Bronchitis.
SURGEON GENERAL WARNING: Tobacco Use Increases The Risk Of Infertility, Stillbirth, And Low Birth Weight.
1/2 off on priced
THAT'S A AWFUL LOT OF
DIARUM
Black & Mild
WOOD TIP
BLACK
Made in USA
zippo

SENECA COUNTRY
SOLD HERE
PREMIUM
2 ARTISANAL HEMP CONES
Pod Flavors
Strawberry Kiwi Pomberry
30 ML
Rainbow
Strawberry Lemon Lemonade
Watermelon
Peach
Mango
Lighter
48 HOURS OF FRESHNESS GUARANTEED!