

City Council Meeting Agenda



February 10, 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 agenda item or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

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

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

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

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

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

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

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
Tuesday, February 10, 2026**

Next City Council Resolution: 2026-016

Next Ordinance: 1341-CS

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

- A. Turlock Police Department Animal Services - Adoptable Pets
- B. Active Military Banner Presentation (Recreation)
- C. Turlock Chamber of Commerce Presentation

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 January 16, 2026 through January 29, 2026 in the amount of \$4,549,108.06 and the Payroll EFT for the month of October 2025.
- B. Accepting the Minutes of the January 27, 2026 City Council Meeting
- C. Accepting Improvements for City Project No. 21-033 "Slurry Seals 2023" and Authorizing the City Engineer to File a Notice of Completion (Engineering)
- D. Authorizing Expenditures for the Purchase of Fleet Vehicles through State of California Department of General Services Statewide Fleet Vehicle Contracts (Fleet)

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- E. Approving Amendment No. 18 for Task Order No. 9 with NV5, Inc. for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the Amount of \$56,008.94 (Roads Program)
- F. Authorizing the Advertisement of City Project No. 23-052 "Mark Thomas Task Order No. 2 for Roads Program - Geer Road" for Construction Bids (Roads Program)
- G. Approving an Agreement (City Contract No. 2026-108) with Turlock Umpire Group for Adult Softball Officiating Services for a Five (5)-Year Term, in an Amount Not to Exceed \$250,000 (Recreation)
- H. Approving Agreements for Sidewalk Trip Hazard Removal and Sidewalk Removal and Replacement Services in Support of the Sidewalk Repair Assistance Program (Municipal Services)

9. FINAL READINGS

10. PUBLIC HEARINGS

- A. Hearing to Consider the Adoption of an Urgency Ordinance, Extending the 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 for a Period of Ten (10) Months and Fifteen (15) Days, to Become Effective Immediately (City Attorney)

11. ACTION ITEMS

- A. Accept the recommendation of the Parks, Arts and Recreation Commission to approve the Public Artwork application from Officer Jacob Young on behalf of the Turlock SWAT Association and artist Brodin Studios (Recreation)
- B. Authorizing the City Manager to Execute an Agreement with Turlock Irrigation District for the Acceptance of \$58,845.00 in Grant Funds and Amending Fiscal Year 2025-2026 Accordingly for City Project 23-042 and Providing an Update on Montana Park (Engineering)
- C. Appointing and Employing CalPERS Retired Annuitant Gary Hampton as Interim City Manager Pursuant to CalPERS Requirements and Suspending the Applicability of section 14.05 of the City's Personnel System Rules and Regulations, as to the City Manager and/or the City Manager's Relatives During the Period of Mr. Hampton's Appointment as Interim City Manager (Human Relations)
- D. Approving an Employment Agreement Between the City of Turlock and Gary Hampton as Interim City Manager (Human Relations)

12. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS

13. CLOSED SESSION

- A. 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

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legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.”

Potential Case(s): Two (2)

14. REPORTS FROM CLOSED SESSION

15. ADJOURNMENT

Agenda Item 5A

Presentation

Turlock Police Department Animal Services

Adoptable Pets

ACTIVE MILITARY BANNER PROGRAM 2024/25 RETIREMENT



The background of the slide is a close-up, slightly blurred image of the United States flag, showing the stars and stripes in detail.

**THANK YOU TO THE
2024/25
SPONSORS**

MARCUS ROBINSON



ASHLEY

BAY



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LUCERO



YNSN ANDREW

J. WETHERN



JAMIE STROUP-KALINOWSKI



JACOB STAMPS



NATHAN SCREEN



ASHLEY PANNELL



NATHANIEL

MACHADO



ZACHARIAH MURPHY



ANTHONY STONE



BENJAMIN S.

PARIS





Community Report

JANUARY 2026

@TURLOCKCHAMBER

TURLOCKCHAMBER.COM



About Us

The purpose of the Turlock Chamber of Commerce is to support and promote the local business community by fostering economic growth, collaboration, and a strong business-friendly environment.

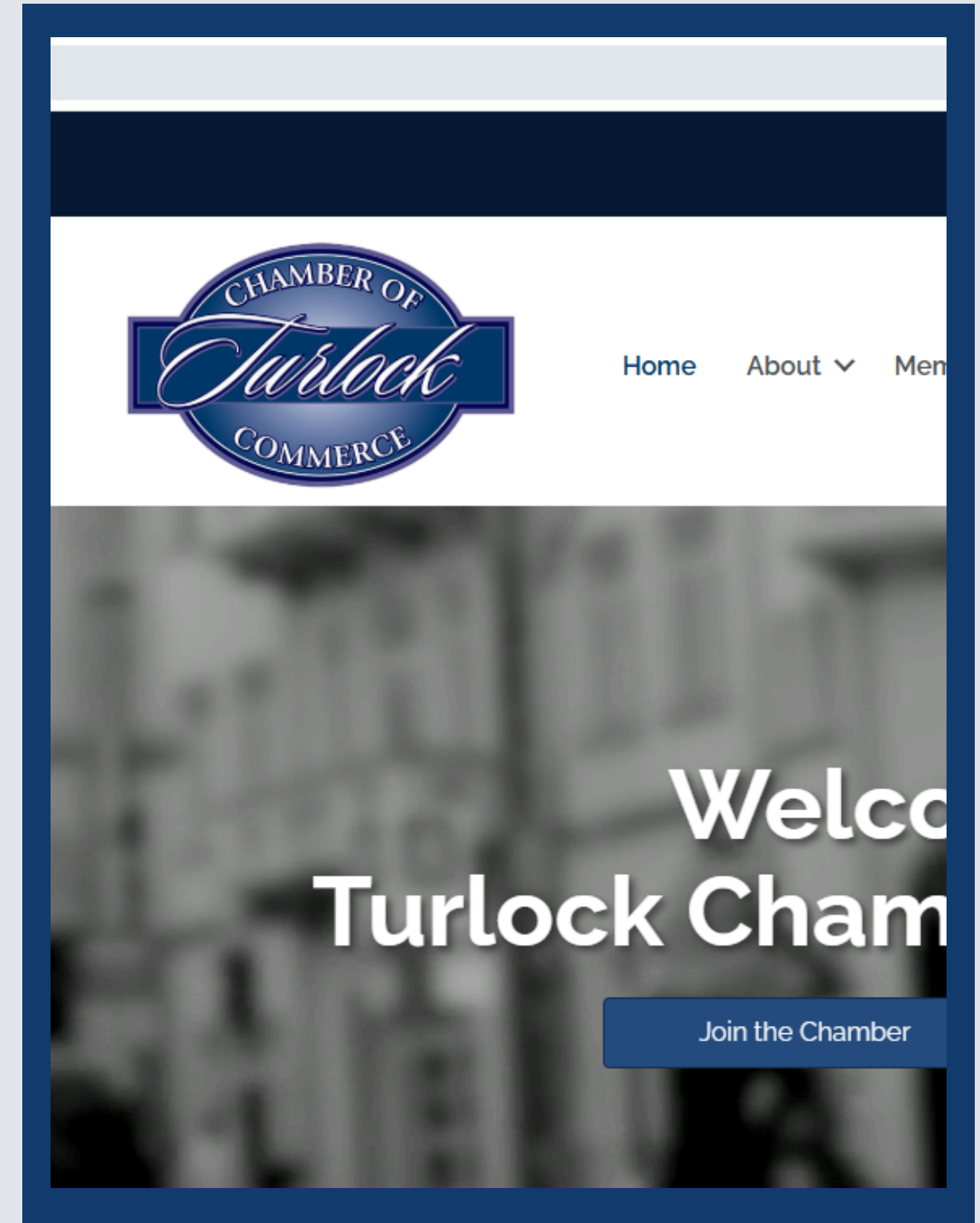
It serves as a central advocate for businesses of all sizes, providing networking opportunities, resources, and representation on issues that impact the local economy. By connecting businesses with community leaders, encouraging investment, and promoting Turlock as a vibrant place to live, work, and shop, the Chamber helps strengthen the overall prosperity and quality of life in the city.

2025 Chamber Changes

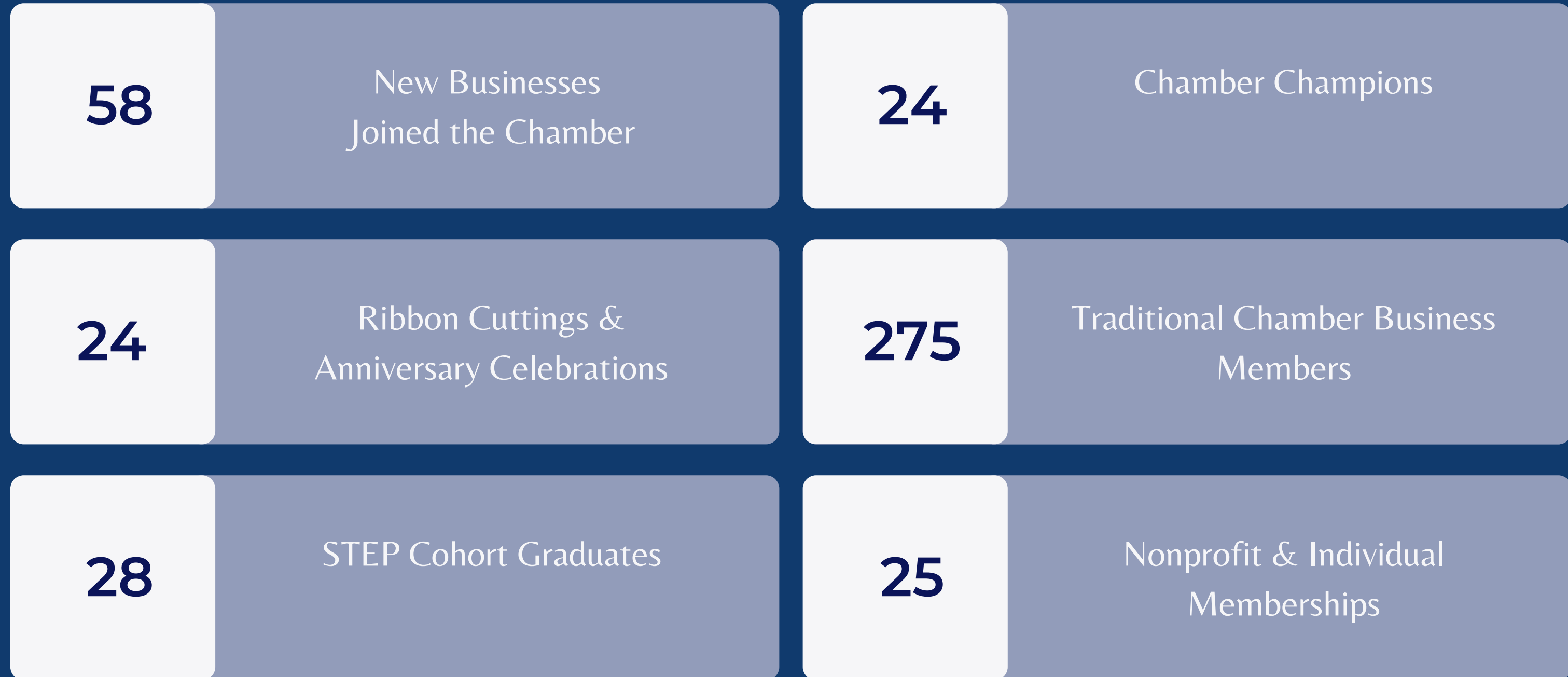
In 2025, the Turlock Chamber experienced a number of notable changes as it expanded its role and leadership within the community.

INFRASTRUCTURE & INNOVATION

- ✓ New Executive Director in February 2025
- ✓ New Website www.turlockchamber.com
- ✓ Secured over \$500,000 in California Employment Training Panel funding
- ✓ Business Polling Pilot for Turlock Area Businesses
- ✓ Streamlined Permitting Entrepreneur Cohort with Stanislaus 2030
- ✓ New Member Management Portal & Software
- ✓ Multiple Community Grant Funded Projects
- ✓ Increased Partnership with the Central Valley Small Business Development Center



Our Numbers



Our Numbers





Celebrate with Us

We invite all Turlock businesses - regardless of if they are chamber members to reach out to schedule free Ribbon Cutting Ceremonies and Anniversary Certificate Ceremonies.

We have a streamlined tool-kit available to help you successfully launch your meaningful events.

INFO@TURLOCKCHAMBER.COM

Networking Mixers & Events

Each month the Chamber hosts a networking event alongside a local business. These events are open to local business owners who want to learn more about the support the Turlock Chamber of Commerce provides

Results: 7



| | | | |
|-----|------------|--|----------|
| TUE | October 21 | October Multi-Chamber Mixer 5:00 PM - 7:00 PM Network, connect, and grow with local professionals at our Monthly Chamber of Commerce Mixer! Held on October 21, 2025 at Grand Oak, this casual and welcoming event is the perfect opportunity to build ... | |
| THU | October 23 | AI Business Solutions Showcase 1:00 PM - 3:00 PM Details: Business AI solution experts from Apple will share how AI and app solutions can help businesses of all sizes. *This is a no-cost event, businesses of all sizes are welcome to attend. Learn About: • Trending ... | |
| FRI | October 24 | SPOOKeasy 7:00 PM - 11:59 PM Step into the shadows and experience a night where the spirits of business and pleasure collide... Welcome to SPOOKeasy, the ultimate Halloween-themed after-hours fundraiser you won't want to miss. | Register |
| MON | October 27 | Ribbon Cutting- Mid Valley Protection 11:30 AM - 1:00 PM You're invited to celebrate the Ribbon Cutting for Mid Valley Protection! | |

FEBRUARY MIXER HOST:

MOCSE CREDIT UNION

FEBRUARY 17, 2026

5 PM TO 7 PM

Open Office Hours

Our office is opened five days a week to assist you with the success and development of your business. Technical assistance calls are offered at no-cost. We'd love to point you in the right direction.

Community members can also search our directory online or call the office if they'd like a referral to a local business

MONDAY TO FRIDAY

9 AM TO 1 PM

OR BY APPOINTMENT

115 S GOLDEN STATE BLVD, TURLOCK

What are you looking for?

Q Search

0-9 A B C D E F G H I J K L M N O P Q R S T U V W X Y Z All

Addiction Treatment

Adult School

Adult Social Services

Advertising

Agriculture

Almond Growers

Ambassador Team & Board of Directors

WELCOME NEW BUSINESSES

CELEBRATE OTHERS

INTRODUCE EDUCATIONAL EVENTS

ASSIST WITH COMMUNITY ENGAGEMENT

At the Chamber we are honored to have over 20 trained Ambassadors and a diverse Board of Directors who are always looking to engage with you. If you'd like to connect with us or engage a member of our team, ambassadors are available at most community events to connect you.

@TURLOCKCHAMBER



2026 Excitement

Leadership Turlock



APPLICATIONS OPEN

Community Directory



COMING SOON

Nonprofit Fundraisers



SUPPORT OTHERS

Thank You

for partnering



Phone: 209-632-2221
Web: turlockchamber.com
Email: allie@turlockchamber.com
Social: [@turlockchamber](https://www.instagram.com/turlockchamber)
Address: 115 S Golden State Blvd, Turlock, CA 95380



ECONOMIC DEVELOPMENT

Monthly Report - January 2026





City of Turlock – Economic Development Department

Executive Summary – January 2026 Monthly Report

Key Highlights

- **Strong Business Engagement Activity:** The Economic Development team completed 11 Business Retention & Expansion (BRE) meetings and 8 Business Attraction meetings in January, bringing the FY 2025–2026 total to 116 meetings, reinforcing proactive engagement with existing and prospective businesses.
- **Launch of Business Assistance Drop-In Program:** A new no-cost, weekly Business Assistance Drop-In Program was launched at City Hall to support entrepreneurs and existing businesses with site selection guidance, grants, market data, and resource connections.
- **Small Business Incentive & Entrepreneurship Support:** The Turlock Partnership Incentive Program grant amount increase continues to support storefront revitalization and job creation. New business, Javier Padilla, CPA attended City Council and received a \$3,500 business grant. Additionally, the January Small Business Funding Expo connected entrepreneurs to capital resources and SBA funding partners.
- **Community & Infrastructure Initiatives Supporting Economic Vitality:** ADA accessibility efforts, Measure A roadway reporting, housing programs, and community engagement initiatives contribute to overall economic competitiveness and quality of life improvements.

Summary:

The January 2026 Monthly Report report reflects strong momentum across business engagement, workforce development, small business support, and strategic attraction efforts. The Economic Development Department continues to prioritize proactive BRE outreach, entrepreneurship programming, and talent development partnerships that align with regional industry needs.

New business support programs, increased incentive funding, and collaborative workshops demonstrate a coordinated approach to strengthening Turlock’s economic ecosystem. Notably, Javier Padilla, CPA was awarded a \$3,500 Turlock Partnership Incentive grant in January, further supporting small business growth and storefront activation. Looking ahead, three additional business workshops are scheduled for February, continuing the City’s commitment to entrepreneurship, access to capital, and business education. Simultaneously, investments in accessibility, infrastructure transparency, housing programs, and leadership development reinforce the City’s broader commitment to long-term economic vitality and community resilience.

TURLOCK BY THE NUMBERS



TURLOCK POPULATION

73,100

20 MILE POPULATION RADIUS

640,000

CSU STANISLAUS AVERAGE ANNUAL ENROLLMENT

8,000 - 10,000

*POPULATION ERROR
 ON AUGUST REPORT

TURLOCK LABOR FORCE

33,000

Data Sources: ESRI, Placer.AI, CSU Stanislaus



TURLOCK HOUSING MARKET STATS - DEC. 2025

- ACTIVE LISTINGS: 95
- SOLD LISTINGS: 39
- AVG. LIST PRICE: \$762,000
- AVG. SALE PRICE: \$506,000
- AVG. DAYS ON MARKET: 42
- AVG. PRICE PER SQ. FT: \$295

Data Sources: Turlock CVAR Realtor

Pictured Below:

531 N Walnut Rd - Highway Visible Industrial Business Park Land (Site Size 3.13 - 3.49 acres)
<https://www.loopnet.com/Listing/531-N-Walnut-Rd-Turlock-CA/28489947/>





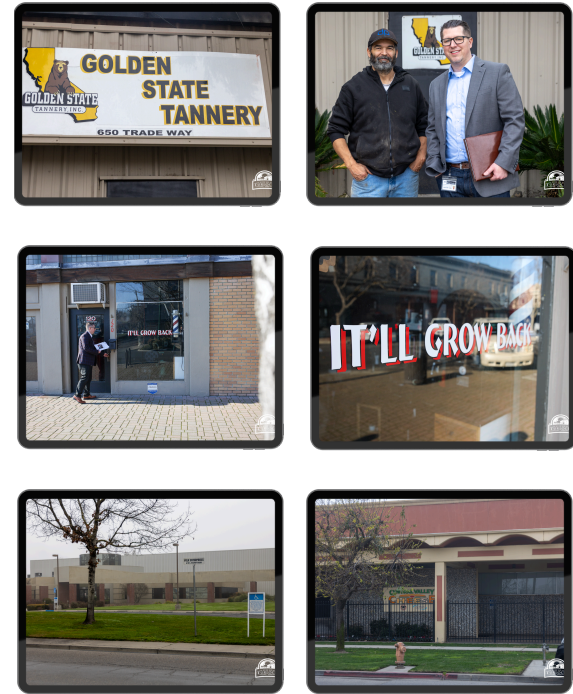
Business Retention and Expansion (BRE)

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 January 2026, City of Turlock Economic Development staff completed 11 Business Retention and Expansion meetings, as well as completed 8 Business Attraction meetings.

***2025-2026 Annual Business Retention and Expansion (BRE) and Business Attraction Meetings: 116 meetings (reporting period : 7/1/2025 - June 30/2026)**



Pictured Right/Above:

- Golden State Tannery located at 650 Trade Way, Turlock, CA 95380
- It'll Grow Back located at 120 S Broadway, Turlock, CA 95380
- Volk Enterprises located at 618 S Kilroy Rd, Turlock, CA 95380
- Central Valley Cheese located at 115 S Kilroy Rd, Turlock, CA 95380

To request a meeting with our economic development team visit:

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

No-Cost One-on-One Business Support!



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

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



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.



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>



Classes

- Digital Literacy 1 to 4
- Financial Literacy
- Health and Wellness
- Parenting Skills
- Pathway to College
- Professional Development
- Small Business Development
- Social Emotional Learning 1 & 2
- Spanish Conversation

Register Today

559-278-0719
 559-554-2532
 parentuniversity@mail.fresnostate.edu
 fresnostate.edu/parentuniversity



4 Week Evening Courses
 6:30 p.m. - 8:30 p.m. via Zoom
 Mondays and Wednesdays or
 Tuesdays and Thursdays

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/>

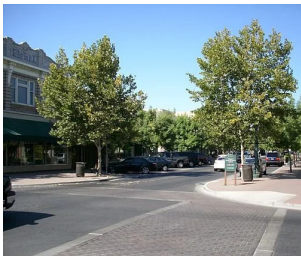




Business Attraction

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.

A vibrant and well-maintained historic Downtown Turlock plays a critical role in these attraction efforts. Historic downtown districts provide authenticity, character, and a strong sense of place—qualities that modern businesses and workforce talent increasingly seek. They serve as hubs for small businesses, restaurants, retail, arts, and community events, creating energy and foot traffic that supports economic activity. A thriving downtown also enhances property values, encourages entrepreneurship, strengthens tourism, and signals to investors that the community values preservation, walkability, and long-term sustainability. Ultimately, a strong historic downtown contributes to economic vitality by fostering business growth, community pride, and a competitive advantage in attracting new investment.



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



Other:

ECONOMIC DEVELOPMENT

OPEN FOR BUSINESS!

VIBRANT & GROWING COMMUNITY

PERFECT FOR RETAIL, MFG, LOGISTICS, AG, WAREHOUSING, AND BIO-ECONOMY

RETAIL & INDUSTRIAL RECRUITMENT

CONTACT US
Anthony Sims
 Economic Development Director & Communications Officer
 asims@turlock.ca.us
 (209)668-5540 X 1122

DISCOVER TURLOCK SCAN ME

<https://www.cityofturlock.org>

OPPORTUNITY HERE!

- Sites available!
- High-visibility locations along freeway 99
- Retail, Industrial, Manufacturing, Logistics, Agriculture, Warehousing, Bio-Economy
- Contact us for more information

DEVELOPMENT MADE EASY

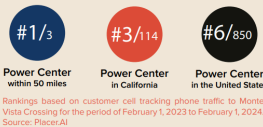
- No-cost pre-development meetings
- City grants available for new businesses
- Great energy rates through TID
- Dedicated support for developers
- We want your business here!

BUSINESS THRIVES HERE

- 73,100 population
- 640K population within a 20-mile radius
- 99k+ vehicles per day on freeway 99
- Monte Vista Crossings Power Retail Center (#3 in CA, #8 in the U.S.)
- Home to CSU Stanislaus
- Historic Downtown Turlock
- Home to Amazon, Divert Inc., Blue Diamond, Valley Milk, CSU Stanislaus & more!

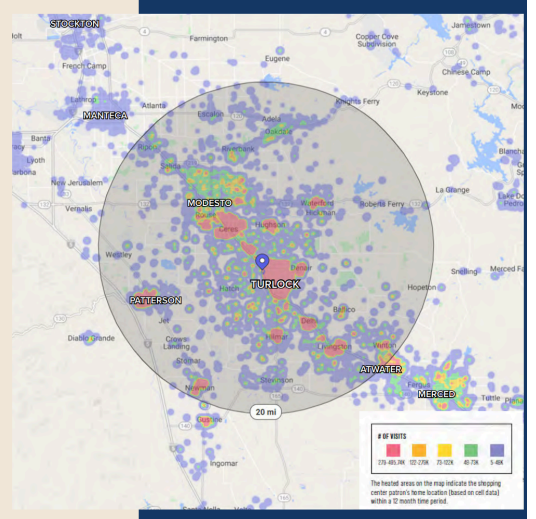
GROW WITH TURLOCK

RETAIL TRADE AREA



| Demographics | Within 20 miles |
|-------------------|-----------------|
| Population | 640,882 |
| Average HH Income | \$81,026 |
| Traffic Counts | |
| HWY 99 - | 75,000 CPD |
| W Monte Vista - | 36,386 CPD |
| Coutyside Dr - | 16,079 CPD |

Source: Esri 2022





Turlock Partnership Incentive Grant Amount Increase!

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



Grant Details:

- ▶ **\$3,500 to start your business in Turlock!**
- ▶ **Revitalize vacant storefronts, stimulate new business growth, and generate additional jobs within the Turlock community.**

For More Info:

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

Eligibility:

- ▶ **Location:** Your business must occupy an existing vacant building/commercial location within city limits.
- ▶ **Business Plan:** Provide a business plan. No-cost assistance is available through the SBDC.
- ▶ **Pre-Development:** Participate in a no-cost pre-development meeting with City staff.
- ▶ **Record-Keeping:** Agree to simple record-keeping & quarterly feedback for one year.
- ▶ **Small & Local Business:** Cannot be part of a franchise, nonprofit or corporate chain.

***Program available while funds last** Grant application must be submitted before the licensing and permitting process begins



Pictured Right/Above: Javier Padilla, CPA completed the Turlock Partnership Incentive Program requirements, and was presented a \$3,500 check at the January 27, 2026 Turlock City Council meeting.



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.

Recent business workshops:

1/29/2026: Small Business Funding Expo



The Annual Small Business Funding Expo brought together lenders, funding partners, and resources to help local businesses grow and succeed.

Whether you're just starting out or have been in business for decades, this no-cost event offers access to SBA loans, microloans, small business credit, and more. The event was presented by the Valley Sierra Small Business Development Center, the Turlock Chamber of Commerce, and the City of Turlock.

AMERICA'S SBDC CALIFORNIA **Valley Sierra Small Business Development Center** **OPPORTUNITY Stanislaus** **TURLOCK** **City of Turlock**

SMALL BUSINESS FUNDING EXPO

Roger Gilbert
SBDC Capital Access Center Director

This no-cost in-person event will teach small business owners how to access capital from different funding sources!

LEARN FROM A PANEL OF INDUSTRY EXPERTS

| | | | |
|---------------------------|----------------------------------|--|---------------------------------------|
| Lucy Virgen BMO | Robert Rodarte US Bank | Tina Marcelo Valley First Credit Union | Diane Silva Success Capital |
|---------------------------|----------------------------------|--|---------------------------------------|

THURSDAY, JANUARY 29TH

CARNEGIE ARTS CENTER
250 N BROADWAY,
TURLOCK, CA

3:30PM - 5:00PM
RESOURCE FAIR
5:00PM - 6:00PM
LENDER PANEL

REGISTER - bit.ly/fundingexpo2026



FUNDED IN PART THROUGH A COOPERATIVE AGREEMENT WITH THE U.S. SMALL BUSINESS ADMINISTRATION. ALL OPINIONS, CONCLUSIONS, AND/OR RECOMMENDATIONS EXPRESSED HEREIN ARE THOSE OF THE AUTHOR(S) AND DO NOT NECESSARILY REFLECT THE VIEWS OF THE SBA OR THE CENTRAL CA SBDC NETWORK.



Business Workshops

Upcoming business workshops:

2/4/2026: Cottage Food Workshop
5:30pm - 7:00pm at Carnegie Arts Center - Turlock



COTTAGE FOOD WORKSHOP

This workshop guides aspiring cottage food entrepreneurs through the requirements, permits, and best practices needed to start and grow a compliant home-based food business.



Feb. 4 2026

5:30pm - 7:00pm

LOCATION CHANGE
Carnegie Arts Center

INSTRUCTED BY

JOHN GARDNER
Expert SBDC Food & Catering Business Advisor

[Register Now](#) → bit.ly/cottagefoodturlock

Upcoming business workshops:

2/12/2026: Intro to Business Workshop
3:30pm - 4:30pm at Turlock City Hall

2/26/2026: Intro to Business Workshop
5:30pm - 6:30pm at Holiday inn Express - Turlock

These business workshop are presented by the Turlock Chamber of Commerce, Valley Sierra SBDC, and the City of Turlock.

Presented by the Valley Sierra SBDC, the City of Turlock, and the Turlock Chamber of Commerce



TWO NO-COST SMALL BUSINESS WORKSHOPS INTRO TO BUSINESS

WE WILL COVER:

- Business Planning
- Feasibility Study
- Structural Establishment
- Marketing
- Access to Capital
- Turlock Partnership Incentive Program

SESSION DATES

FEBRUARY 12TH
3:30PM - 4:30PM
TURLOCK CITY HALL
156 S BROADWAY, TURLOCK, CA
bit.ly/introtobizpart1

FEBRUARY 26TH
5:30PM - 6:30PM
HOLIDAY INN EXPRESS
3001 HOTEL DR, TURLOCK, CA
bit.ly/introtobizpart2

INSTRUCTED BY:
PABLO GOMEZ
EXPERT SBDC BUSINESS ADVISOR

Turlock Police Department Annual Breakfast

In the month of January 2026, Turlock Police Department gathered for their Annual Awards Breakfast to recognize outstanding service within their ranks.

Joined by department staff, family members, City leadership, and elected officials, the ceremony honored those whose dedication, professionalism, and commitment set them apart. These awards reflect the pride TPD takes in its work and the high standard its team brings to the community every day.

Thank you to the men and women of TPD for your continued service to Turlock. Stay tuned for more highlights and media from today's event, shared by the Turlock Police Department.



CONGRATULATIONS



On Your First Home



**First Time
Home
Buyer Program**

Success Story

"Every new homeowner strengthens our community."

We're honored to help Turlock families turn their homeownership goals into reality through the City's First-Time Homebuyer Program."

-Turlock Housing Program Services

🏠 Another homeownership success in Turlock!

We're excited to highlight another local family who has achieved their dream of owning a home through the City of Turlock - Housing Services Division's First-Time Homebuyer Program.

The City of Turlock is proud to offer programs that make homeownership more accessible and help families put down roots and build their future right here in our community. ❤️

Congratulations to these new Turlock homeowners!



For more information on the Housing Services Division's First-Time Homebuyer Program, visit:



[cityofturlock.org/housingprograms/firsttimehomebuyer](https://www.cityofturlock.org/housingprograms/firsttimehomebuyer)

📞 209.668.5610

✉️ hps@turlock.ca.us

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, refuge islands, pushbuttons, and sidewalks.
- Identifying mobility and ADA barriers.
- Assessing City buildings, facilities, and parks.
- Using data to guide future accessibility upgrades.

“Prioritizing improvements that enhance safety and inclusion so that individuals of all abilities can participate in and enjoy everything our city has to offer.”

Scan the QR code to learn more



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Reviewing curb ramps, refuge 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/>

ONLINE ADA ACCESSIBILITY REPORTING

NOW AVAILABLE

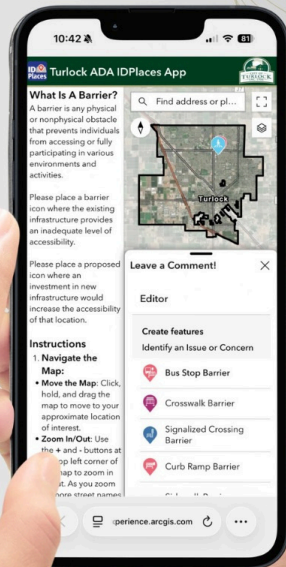
As part of our ongoing ADA Self-Evaluation and Transition Plan, the City of Turlock now offers a new interactive tool—IdPlaces—to help residents report accessibility concerns in public spaces.

This mobile-friendly map lets you:

- ✓ Drop a pin to show where an issue exists
- ✓ Leave a comment with details
- ✓ Submit feedback in English or Spanish



Scan HERE



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.



The City of Turlock is developing its ADA Transition Plan!

Help Shape a More Accessible Turlock

Your Voice Matters!

Join us for a community listening session to share experiences, barriers, and ideas for improving access across our city.

This free, open event welcomes all residents, especially people with disabilities, older adults, caregivers, business owners and other stakeholders. **No registration required. You can join in-person or virtually.**

Date:
Thursday, February 5, 2026

Time:
1:30 - 3:00 PM
AND
5:00 - 6:30 PM

Location:
Carnegie Arts Center
250 N Broadway,
Turlock, CA 95380



Scan the QR code to join the 5:00 PM session virtually.

Let's work together to make Turlock a place where everyone belongs and can thrive.

If you have questions or require specific accommodations, please contact: Paul Loehr • 209.668.6034 • ploehr@turlock.ca.us



Community Engagement Meeting

Please join us for a community engagement meeting to share your experiences, concerns, and ideas for improving disability access in the City of Turlock.

This event is free and open to the public. Individuals with disabilities, older adults, caregivers, business owners and other key community stakeholders are highly encouraged to attend and provide input into the process to make the City of Turlock more accessible and safe for all residents.

Please use the links below to access the meeting virtually:

Session 1: <https://tinyurl.com/na7uwm4e>
Session 2: <https://tinyurl.com/34t6fjav>

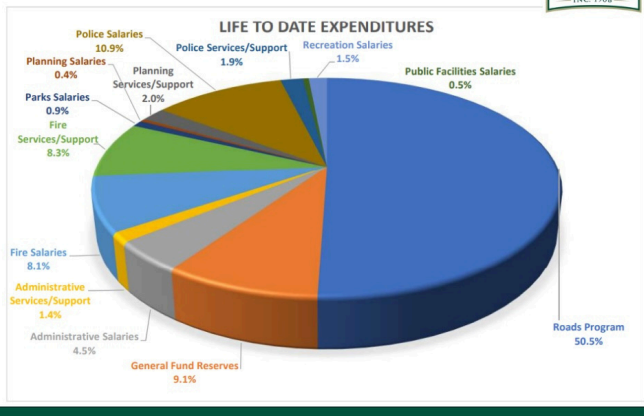
Date/Time:
Thursday, February 5, 2026
Session 1: 1:30 p.m. - 3:00 p.m.
Session 2: 5:00 p.m. - 6:00 p.m.

Location: Carnegie Arts Center, 250 N Broadway

Let's work together to make Turlock a place where everyone belongs and can thrive.

For more information please contact:
Paul Loehr - Risk Management Director
PLOehr@turlock.ca.us
209.668.6034

Measure A Funds



| Measure A Expenditures | Total YTD Expenditures | % |
|---------------------------------|------------------------|--------|
| Roads Program | 18,630,512.31 | 50.5% |
| General Fund Reserves | 3,363,796.28 | 9.1% |
| Administrative Salaries | 1,641,801.77 | 4.5% |
| Administrative Services/Support | 523,069.93 | 1.4% |
| Fire Salaries | 2,980,896.05 | 8.1% |
| Fire Services/Support | 3,064,783.28 | 8.3% |
| Parks Salaries | 337,070.85 | 0.9% |
| Planning Salaries | 143,521.76 | 0.4% |
| Planning Services/Support | 750,000.00 | 2.0% |
| Police Salaries | 4,014,192.55 | 10.9% |
| Police Services/Support | 683,591.11 | 1.9% |
| Public Facilities Salaries | 180,495.56 | 0.5% |
| Recreation Salaries | 554,588.34 | 1.5% |
| | 36,868,319.79 | 100.0% |

Measure A Annual Report

At the January 27, 2026 City Council meeting, the Turlock City Council received the annual Measure A financial report, showing how funds are spent and how road projects are progressing.

The report is reviewed by the oversight committee and posted online so residents can see where the funds are allocated.

This year's plan includes major road investments, clear project tracking, and improved public-facing reporting for easier understanding.

See the entire report at:

<https://www.cityofturlock.org/government/elections/measuretransactionsandusetax.asp>

This report illustrates the total expenditures from the passing of Measure A to June 30, 2024. These amounts include expenditures in Fund 115 Measure A - Roads Program and Fund 118 Measure A - General. The total Public Safety expenditures are 29% of the \$36.8 million spent but 59% of the total expenditures in Fund 118 Measure A - General.



City Update

-with Mayor Bublak

January 15, 2026

The accomplishments of the past year would be too many to fully capture in a single letter. However, a few highlights stand out, beginning with the incredible progress we have made together fixing our roads. In just the last few years, with 2025 representing a significant portion of that work, more roads have been fixed than in the previous few decades. This work is critical to the safety of our community, from daily commutes and school drop-offs to shopping trips and community events. As a city, we remain committed to seeing these improvements through to completion.

Another historic milestone was the completion and reopening of the Columbia Pool, celebrated with a grand luau-themed event. This facility is an important community asset, ensuring residents of all ages have access to water safety education and a safe place to cool off during the warm summer months.

We also continue to put Measure A funds to good use in both public safety as well as roads. These are tax funds that the community voted to approve, and we are deeply appreciative of that trust. The City remains committed to stewarding these funds responsibly and transparently.

In addition, we continued to expand opportunities for residents through the City's Housing Program Services Division, including rehabilitating mobile homes, and our First Time Homebuyer Program. This program is helping local families achieve the dream of homeownership, making it more accessible for residents to put down roots and build their future right here in Turlock.

Lastly, the City's MyTurlock app continued to grow, with increased downloads and greater use of its features. City staff continue to innovate new programs, systems, and communication tools that make it easier than ever for residents to access the services they need. If you haven't downloaded MyTurlock yet, I encourage you to do so today.

From my family to yours, I want to personally thank everyone who contributes to making Turlock what it is. I have always said that Turlock is the best place to call home, and that is because of the people who live, work, and care for this community every day.

We've shared a great year together, and I look forward to an even brighter year ahead.

-Amy Bublak

Current Highlights



Great Results!

Our "Discover Turlock for the Holidays" marketing campaign was a success, drawing thousands of consumers to Turlock during the holiday season.



Senior Center Improvements

Renovations are complete and include a new HVAC system, accessibility upgrades and roof restoration, which is underway, to better serve the community.



Success Story

Our Housing Program Services Division placed the second applicant in our city first Time Homebuyer program.



New Businesses Open

The economic growth of our city continues as businesses are in every stage of their journeys: Nation's Hamburgers is open, Chick-fil-A has broken ground and Barnes & Noble is in the beginning stages of permitting.



Download the
City of Turlock
Mobile App





Leadergov Training for Department

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

Leadergov training and activities have included:

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





COMMUNICATIONS UPDATE

Did you know?

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



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

facebook

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

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

Instagram

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

<http://www.instagram.com/turlockecondev>

LinkedIn

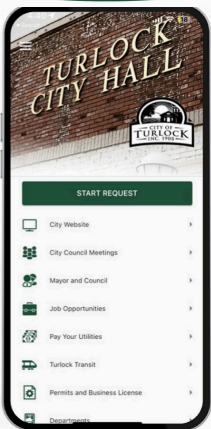
<https://www.linkedin.com/company/city-of-turlock/>

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

www.cityofturlock.org/businessresources



Download MyTurlock



Download the City of Turlock Mobile App



CITY OF TURLOCK City Council Meetings



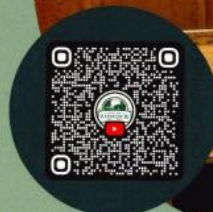
Join in-person to participate during public comment



Watch on Spectrum channel 2



Stream live on Youtube or watch a recorded version online



<https://ci.turlock.ca.us/government/turlockcitycouncil/councilmeetings.asp>



TIME: 6:00 P.M.
2nd & 4th Tuesday of the month

LOCATION:
156 S. Broadway, 2nd Floor



Career Opportunities

We are Hiring!



Career Opportunities

| JOB TITLE | SALARY | DEADLINE |
|--|-----------------------------------|------------|
| Accountant II | \$6,332.00 - \$7,697.00 Monthly | Continuous |
| Chief Building Official | \$11,542.00 - \$14,030.00 Monthly | Continuous |
| Police Officer I/II  | \$6,558.00-\$9,229.00 Monthly | Continuous |
| Police Officer Trainee  | \$4,454.00-\$5,416.00 Monthly | Continuous |

*As of 02/02/2026

For more information, please visit www.cityofturlock.org

New Hires



Emergency Services
Dispatcher Trainee



Firefighters, Principal Planner, and
Police Officer Trainee

Promotions



Account Clerk II

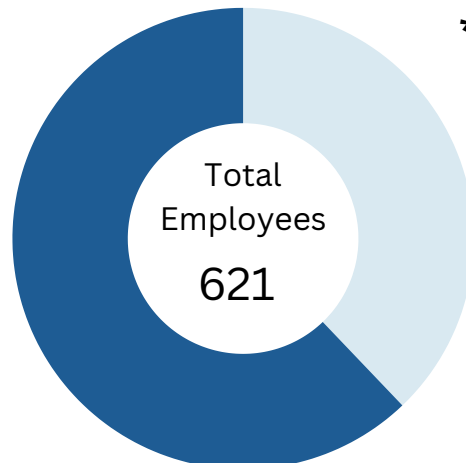


Management Analyst

Staffing Data

*As of 02/02/2026

Full-Time Employees
414



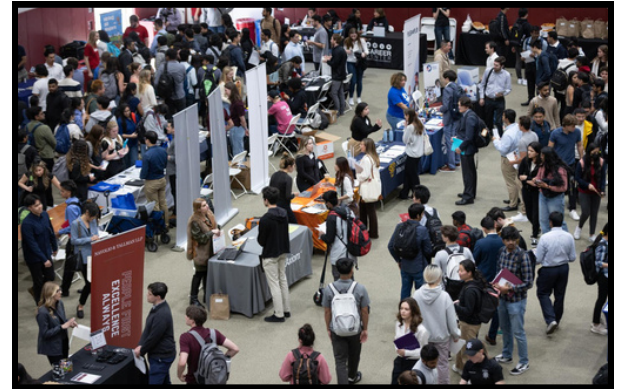
Part-Time Employees
207

Upcoming Events

The following trainings are scheduled for City staff:

| Training | Date |
|--|----------------------|
| 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

High Five Committee



The High Five Committee is excited to continue the celebration in 2026 by recognizing the dedicated employees who help keep our City running every day. Our mission remains focused on highlighting the people behind the work and fostering a culture of appreciation across all departments.

As part of our ongoing Department Spotlight series, we are proud to feature a different department each month throughout the year. Kicking off February, we are spotlighting our Information Technology (IT) Department.

City Council Staff Update

February 10th, 2026



From: Nick Showalter, IT Director

Prepared by: Nick Showalter, IT Director

Agendized by: Susan E. Borrego, Interim City Manager

For January 2026, the Information Technology (IT) Department has the following report:

New Website Project

Website Development - This month, the new website project with Revize moved into the sitemap development phase, where the new website's pages are structured into a functional hierarchy.

Content Preparation and Migration – The contracted copywriter who is assisting with content updates will also be aiding Revize in the sitemap development. This month, the contracted copywriter worked with City staff across all departments and divisions to ensure that webpages with information about their departments are accurate and up to date. The copywriter will continue collaborating with staff on ensuring information is prepared accordingly and ready for copying over to the new website from Revize. The estimated go-live date for the website is still March 2026.

Microsoft 365 Mailbox Migration Project and Licensing Planning

IT Staff continued to make progress with preparations for the Microsoft 365 mailbox migration. Contracted services assisted staff with making necessary configuration preparations in the cloud portal. In addition, IT Staff continued to work with Microsoft and the enterprise agreement reseller on the licensing renewal. License types and associated services were selected and will be applied to a proposal that will be processed for approval.

Audio/Video – City Council Chambers and Emergency Operations Center

IT Staff are awaiting the arrival of one last component for the audio/video upgrade in the Emergency Operations Center. A tentative installation date is scheduled for early February. IT Staff are also continuing to work with the City Clerk's Office on the upgrades needed for the City Council Chambers audio-video and streaming system to meet Senate Bill 707 requirements. To align with AB 339 requirements, the scope of labor needed to upgrade the City Council Chambers has been submitted for review.

Enterprise Permitting and Licensing Software

IT Staff worked with Tyler Technologies and Finance to prepare the items needed to process the contract for the new Enterprise Permitting and Licensing software.

Camera System Upgrade at the Public Safety Facility

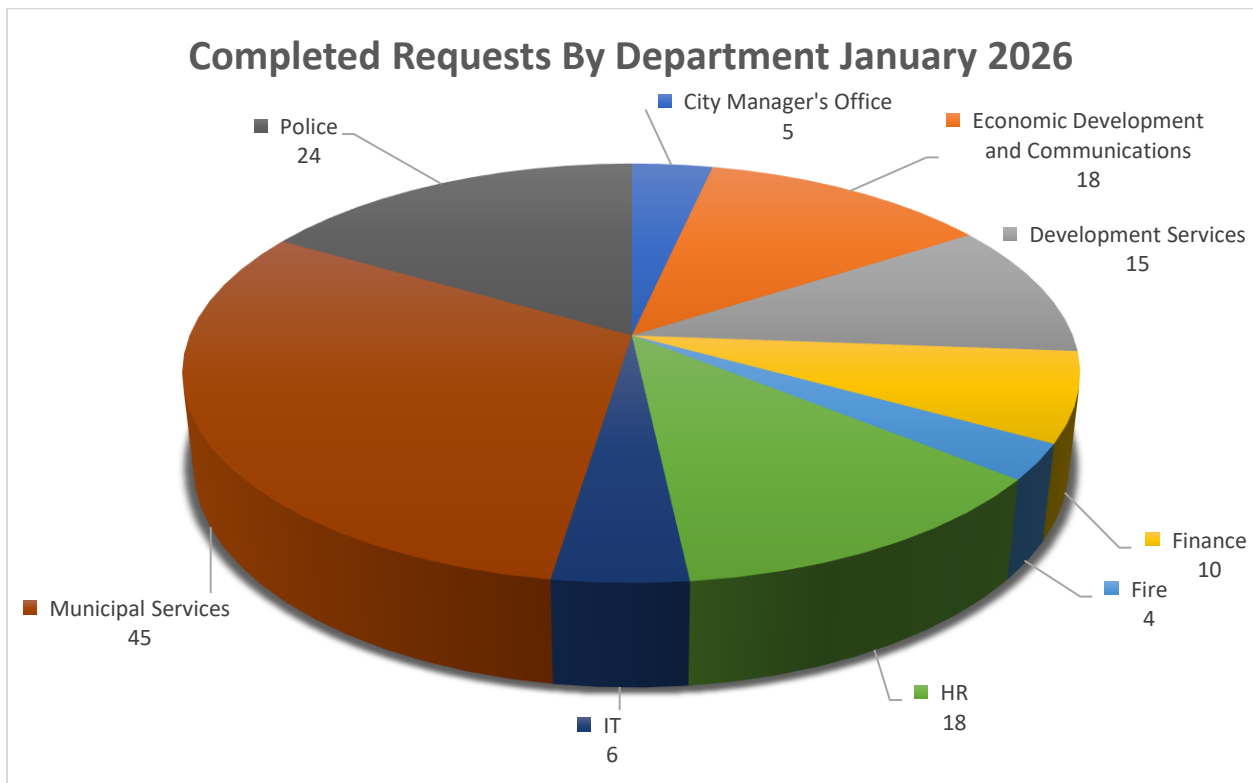
IT Staff prepared a proposal and received purchasing approval from the City Council to upgrade the cameras at the Public Safety Facility. IT staff are collaborating with the vendor to plan this upgrade.

Computer Fleet Upgrades

Due to significant global price increases in computer memory (DIMM RAM) from demand in AI datacenters, IT staff prepared this year's computer replacement order in December before price increases went into effect. This month, IT staff received this year's computer replacements and are preparing and deploying the computers.

Completed IT Requests*

IT staff completed **145 requests** for service during January 2026.



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



CITY OF TURLOCK LEADERSHIP ACADEMY & TEAMWORK SUMMIT

IN PARTNERSHIP WITH

LEADERGOV



Leadergov Training and Topic of the Month: Time Management

The IT Department did a Leadergov training on the topic of time management. This topic provided insight into effectively managing time by creating a prioritized to-do list, blocking off time in chunks, using the 15-minute focus rule, and taking the time to assess the streamlining and simplifying of tasks.



TURLOCK FIRE DEPARTMENT

January 2026

Interim Fire Chief, Shanon Evans

OPERATIONS DIVISION



Total Fire (NFIRS
Series 100):
13

Total Calls for
January:
697



Total EMS:
480

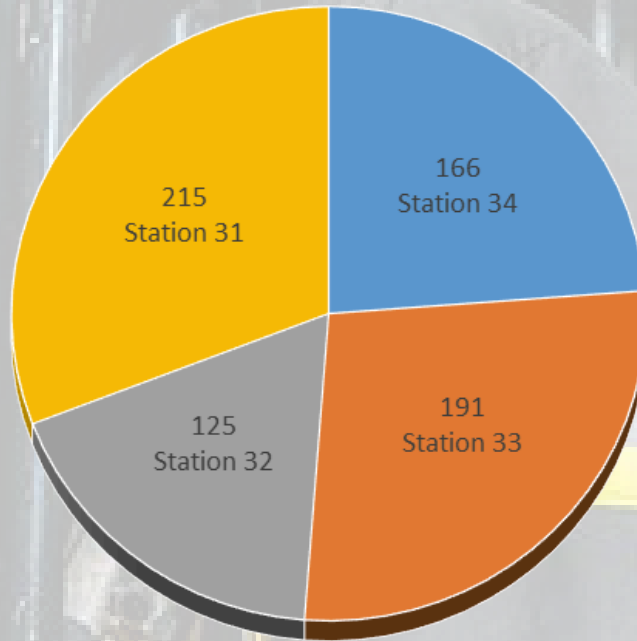


Total
Public Service:
74

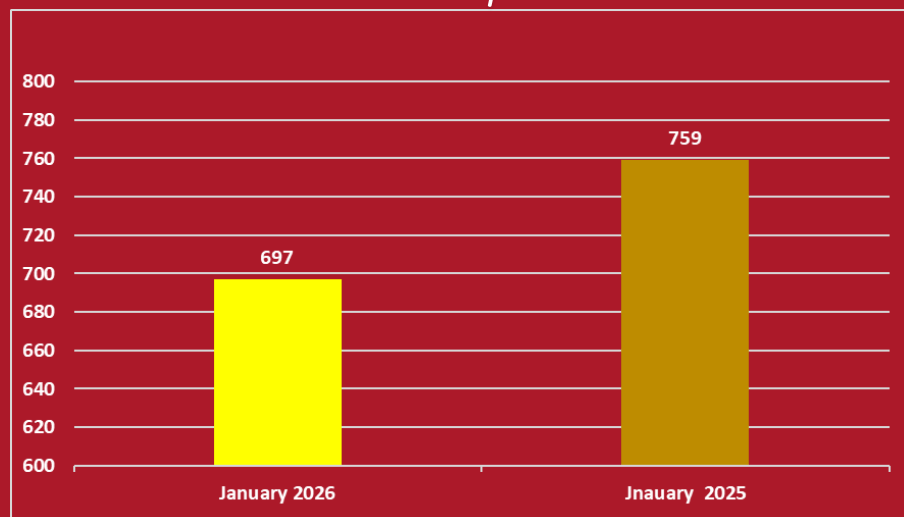


FIRE OPERATIONS DIVISION

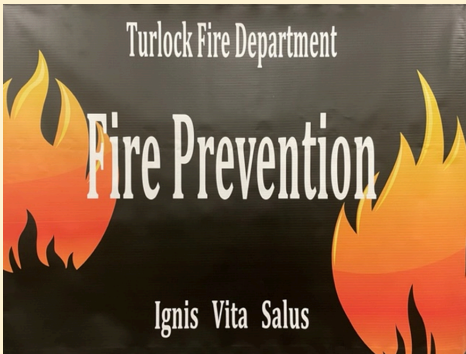
CALLS BY DISTRICT



January 2025 vs January 2026



FIRE PREVENTION DIVISION



| Type of Inspection | Total |
|--|-------|
| Occupancy | 13 |
| Re-inspections | 9 |
| Solar Inspections | 3 |
| Final Fire Alarm/Final Sprinkler | 8 |
| Building Finals | 9 |
| Hydro/Visual | 5 |
| School Inspections, Care Facilities and STD850 | 2 |
| All other Inspections | 19 |
| Green Sheet Plan Reviews | 44 |
| Pre-Developments | 10 |



Stanislaus Regional FIU January 2026



DETAILS: During the month of January 2026, the FIU's call volume fell slightly below the previous month's total responses.

The FIU conducted a total of 36 fire investigations during the month (the previous month of December was 41), the breakdown of the calls is as follows:

Calls by jurisdiction: Modesto FD 16, Ceres 4, Oakdale's 2, Salida 1, Turlock city 2, and the County 11.

21 were structure fires, 1 vegetation fires, 4 vehicle fires, and 10 were trash/dumpster/other fires/criminal enforcement actions/investigator follow-ups.

Investigators were able to determine that 10 fires were confirmed arsons, 14 accidental, and 7 were undetermined. Investigators were canceled a total of 2 times.

At the end of the month investigators responded to a Modesto city working fire on Barham Court, with injuries reported. With a large 4-man FIU response, investigators were quickly able to respond both to the scene and hospital. This residence was a hoarder house, with numerous identifiable hazards found within. Using our resources we were able to determine the origin and suspected cause quickly and obtain a statement from the victim. Thankfully with the quick response from the suppression crews and immediate medical intervention, the victim's injuries appear survivable.

This injury fire is another example of how most of the FIU's fatal fire responses last year were involving hoarder type residential conditions.

Investigators assisted with or handled themselves 3 arson arrests. These arrests were a result of a Turlock incident and two Modesto city incidents. Several cases took multiple manhours of follow-up after the initial fire, coordination with allied LE agencies, witness/suspect interviews, and covert surveillance conducted by investigators. Investigators are working on search warrants for electronic devices, which were seized during arrests.

There are multiple cases in Modesto and the County jurisdictions where criminal follow-ups and investigations are pending. And investigators have been busy navigating court appearances on various prosecutable cases.

We ask that agencies remind their company officers to as soon as practical notify the on-duty FIU investigator of their fire incidents, requiring additional FIU follow-up. No matter how big or small, if there are noticeable surveillance cameras identified in the area during or post fire response, the Unit will attempt to check the area for those responsible and complete a thorough O&C. This lead time allows us to get our investigation rolling quickly. Ensuring that the FIU can identify those responsible or at least establish a fire bug pattern within your jurisdiction.

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

| Date | Sta # | Agency | IF # | Invest | Location | AR | AC | UN | Property | Dispo | \$ Loss | O&C |
|-----------|-------|--------|--------|--------|----------------------|----|----|----|--------------|--------|--------------|-----|
| 1/27/2026 | 34 | TUR | 26-034 | SS | 3105 Porsche Strasse | | | 1 | Struct Resid | Closed | \$250,000.00 | O&C |
| 1/28/2026 | 31 | TUR | 26-035 | SS | 905 Wayside Drive | 1 | | | Struct Resid | CBA | \$150,000.00 | 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

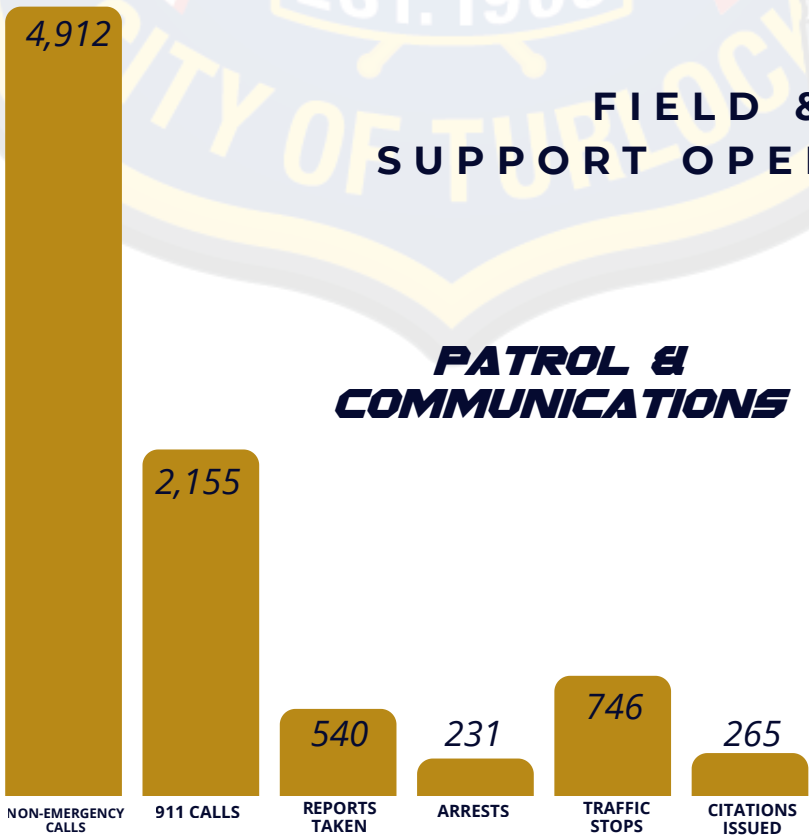
JANUARY 2026

- On **January 7th**, Officer Nate Benner successfully completed our Field Training Program and is solo. Congrats, Benner!
- On **January 22nd**, we come together for our annual awards breakfast to recognize the exceptional work of our staff over the past year. Congrats to the award winners!
- On **January 27th**, we attended Coffee with a Cop hosted by Protein House. We enjoyed the morning catching up with the community and our partners from neighboring agencies.



Upcoming:

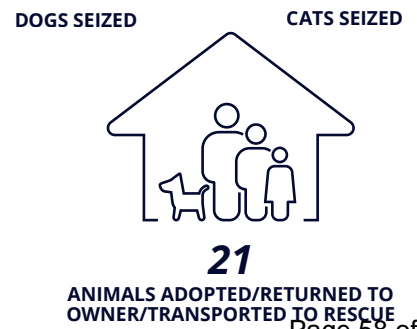
- 2026 Community Academy (2/18/26 - 4/8/26)



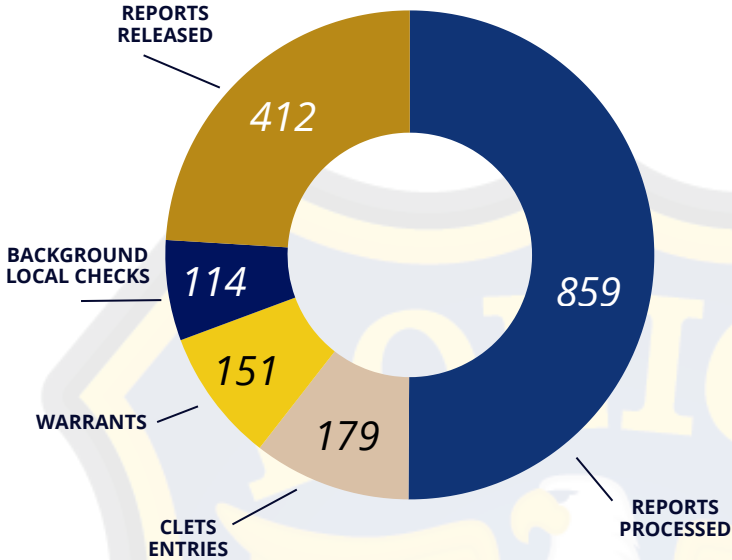
FIELD & SUPPORT OPERATIONS

PATROL & COMMUNICATIONS

ANIMAL SERVICES

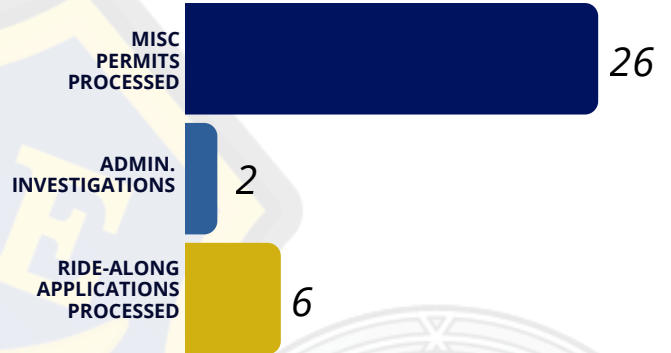


RECORDS

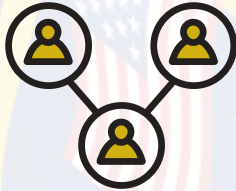


SPECIAL OPERATIONS

PROFESSIONAL STANDARDS



SOCIAL MEDIA INSIGHTS



FOLLOW



ACCOUNTS REACHED

NEW FOLLOWS

PROFILE VISITS

INSTAGRAM:
45,836

FACEBOOK:
383,104

INSTAGRAM:
441

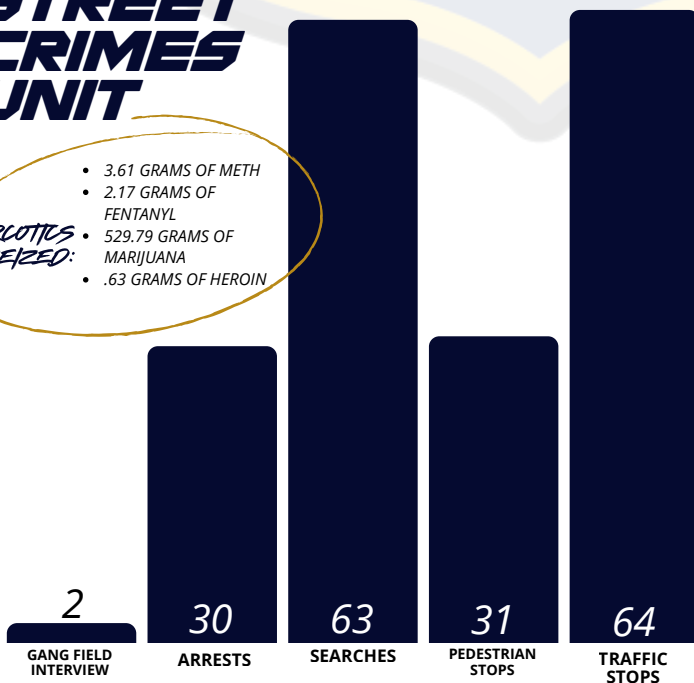
FACEBOOK:
170

INSTAGRAM:
6,606

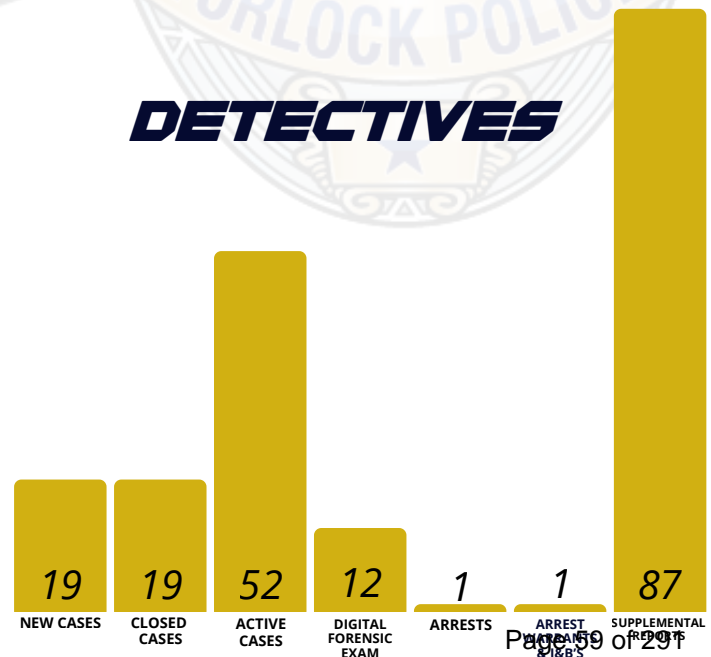
FACEBOOK:
9,654

STREET CRIMES UNIT

- NARCOTICS SEIZED:**
- 3.61 GRAMS OF METH
 - 2.17 GRAMS OF FENTANYL
 - 529.79 GRAMS OF MARIJUANA
 - .63 GRAMS OF HEROIN



DETECTIVES



Finance Department Monthly Report

February 10, 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 I
Accounting: 1 – Accountant II

Measure A Committee – See attached Measure A 2025-2026 second quarter report.

Contracts Executed by City Manager – Please see table below for the executed contracts within the month of January 2026.

Utility Billing Division Report – Please see attached memorandum.

Housing 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 |
| <i>January</i> | | | | | |
| 2026-87 | Indigo – Hammond & Playle Architects, LLP | Animal Shelter Needs Assessment | \$60,000.00 | 11/21/2025 | Administration |
| 2026-97 | Linda M. Fish | Linda Fish Landscape Professional Services- Street Tree List | \$20,000.00 | 12/9/25 | Muni- Admin |
| 2026-70 | Troy Edwards DBA Dragon Sports | Youth Self Defense Classes | \$25,000.00 | 1/1/26 | Muni- Rec- Admin |



JENNIFER FIGUEROA
HOUSING PROGRAM MANAGER

OFFICE OF THE CITY MANAGER
HOUSING PROGRAM SERVICES DIVISION
jfigueroa@turlock.ca.us

156 S. BROADWAY, SUITE 140 | TURLOCK, CA 95380 | MAIN 209-668-5610 | FAX 209-668-5120 | TDD 1-800-735-2929

DATE: February 2, 2026
TO: Isaac Moreno
FROM: Jennifer Figueroa
SUBJECT: February 2026 Housing Division Update

February 2026 Housing Division Update:

- City-owned property located at 570 Jason Drive was sold to a first-time homebuyer and escrow closed on January 21, 2026.
- Two (2) City-owned properties located on Birchwood Way have been approved by City Council and is in the process to be sold to Great Valley Housing Development Corporation, a nonprofit agency. This transaction is anticipated to be closed no later than February 28, 2026.
- Funded a first-time homebuyer loan through PLHA.
- Public Service Grant presentations were held on January 22, 2026, to the CDBG Selection Committee.
- Point in Time (PIT) count was successfully completed on January 29, 2026. Staff will not have numbers until May-June 2026.
- Out of compliance demand letters for outstanding loans was sent with a 30-day due date.
- 3 appointments held with potential first-time homebuyers.
- 4 appointments held with potential owner-occupied rehabilitation applicants.

Funds with HUD:

Prepared: 2/2/2026

| | |
|-----------------------------------|--------------|
| Stanislaus Housing Consortium | |
| CHDO | - |
| Administrative Funds | 650,283.01 |
| HOME | 4,942,436.78 |
| | <hr/> |
| | 5,592,719.79 |
| | |
| CDBG-CV | 645,763.38 |
| | |
| CDBG | 1,433,033.45 |
| | |
| HOME-ARP | |
| Administrative and Planning Funds | 465,613.25 |
| Home Activities Funds | 4,531,689.15 |
| | <hr/> |
| | 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 | 58,002.42 |
| | |
| HOME Consortium Fund 256 | 888,173.97 |
| | |
| State HOME Fund 257 | |
| State Home Funds | 2,792,465.89 |
| Cal HOME Program | 1,458,391.09 |
| HEAP | 91,053.02 |
| | <hr/> |
| | 4,341,910.00 |
| | |
| Housing Stimulus Fund 258 | (24,010.37) |
| | |
| HOME-ARP Fund 259 | (31,837.23) |
| | |
| PLHA-Permanent Local Housing Allocation Fund 260 | 838,763.29 |
| | |
| Successor Agency - LMI Fund 625 | 1,913,013.55 |

| | |
|----------------------------|-------------------------|
| TOTAL OF ALL FUNDS: | \$ 21,122,071.65 |
|----------------------------|-------------------------|

Notes:



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: February 2, 2026
TO: Isaac Moreno
FROM: Angelica Gonsalves
SUBJECT: January 2026 Department updates

For the month of January 2026:

Finance processed a total of 2,302 receipt payments in the office by walk in customers, 1,098 by mailed/drop box, and took 637 phone payments. The department answered 2,669 calls during the month of January. Processed 138 utility move-in's, and 87 move-out and exception bills. Payment agreements: 121 current and 30 past due payment agreements.

Utility billing processed and mailed 19,779 utility bills and issued 2,700 penalties. Delinquent notices were mailed to 847 customers. 366 accounts were terminated on January 28, 2026 and 122 remained off at the end of the day.

The department went live with the new payment platform online and interactive voice response (IVR) for utility customers on 7/16/25. In January we had 3,686 customers made payments on the new IVR, 4,591 customers paid through the new portal, and 3,686 set up for autopay. We have a total of 10,052 registered users on the new portal from 1/31/26. 596 users have signed up for paperless billing. The department called 1,137 residents that did not get an email for the new portal to sign up to continue with autopay.

Business license processed 49 new applications and closed 19 business licenses. 71 licenses were renewed and 0 delinquent notices were mailed out to lapsed business licenses. The City of Turlock currently has 7,038 active licenses.

MEASURE A (Roads) - Accountability Report

Prepared: 1/16/26
Fund: 115-Measure A Roads
FISCAL YEAR: 2025-2026
Period: 07/01/2025-12/31/2025

| | 2025-2026 Amended Budget | 2025-2026 Actual to Date | 2025-2026 Remaining Budget | % of Budget Received/ Expended |
|--|--------------------------|--------------------------|----------------------------|--------------------------------|
| Revenues | | | | |
| <u>Division 115 - Measure A</u> | | | | |
| Sale Tax Measure A | \$ 8,173,173 | \$ 2,035,221.92 | \$ 6,137,951 | 25% |
| <u>Program 801 - 2025 Roads Bond Program</u> | | | | |
| Interest Income 2025 Roads Bond | \$ - | \$ 390,332.95 | \$ (390,333) | |
| Revenues | \$ 8,173,173 | \$ 2,425,554.87 | \$ 5,747,618.13 | 30% |
| Expenditures | | | | |
| Administration Salaries & Benefits - Measure A | \$ 327,528 | \$ 104,100.91 | \$ 223,427 | 32% |
| Contract Attorney | \$ 15,000 | \$ 19,176.00 | | |
| City Engineering Services | \$ 440,117 | \$ 162,103.16 | \$ 278,014 | 37% |
| Construction Management | \$ 6,271,168 | \$ 1,756,326.01 | \$ 4,514,842 | 28% |
| Roads Design | \$ 3,405,000 | \$ 1,324,594.53 | \$ 2,080,405 | 39% |
| Advertising | \$ 300 | \$ 138.00 | \$ 162 | 46% |
| Construction Project | \$ 1,000,000 | \$ 1,720,781.42 | \$ (720,781) | 172% |
| <u>Program 801 - 2025 Roads Bond Program</u> | | | | |
| Debt Services | \$ 2,388,125 | \$ 995,625.00 | \$ 1,392,500 | 42% |
| Construction Project | \$ 19,999,464 | \$ 68,019.33 | \$ 19,931,445 | 0% |
| Total Expenditures | \$ 33,846,702.00 | \$ 6,150,864.36 | \$ 27,700,014 | 18% |
| Revenue Over / (Under) Expenses | \$ (25,673,529) | \$ (3,725,309.49) | | |
| FUND BALANCE | | | | |
| Balance Forward from Prior Fiscal Year | | \$ 34,992,097.20 | | |
| Net Change to Fund Balance | | \$ (3,725,309.49) | | |
| Current Balance | | \$ 31,266,787.71 | | |

| | 2025-2026 Actual to Date |
|---|--------------------------|
| City Engineering Services Allocation | |
| P#22001 2022 Const. Roads | \$ 1,490,262.67 |
| P#23031 Construction for Roads CIP Task #1 | \$ 487.35 |
| P#23032 Construction for Roads CIP Task #1 | \$ 230,031.40 |
| P#23069 Design Services CIP Task #2 | \$ 68,019.33 |
| | \$ 1,788,800.75 |



Budget Performance Report

Fiscal Year to Date 12/31/25

Include Rollup Account and Rollup to Object

| Account | Account Description | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|---------------------------------|-----------------------|-------------------|-----------------------|----------------------------|------------------|-----------------------|---------------------------|---------------|------------------------|
| Fund 115 - Measure A - Roads | | | | | | | | | | |
| REVENUE | | | | | | | | | | |
| Department 10 - Administration | | | | | | | | | | |
| Division 115 - Measure A | | | | | | | | | | |
| 30020 | Sales Tax | | | | | | | | | |
| 30020_004 | Sales Tax Measure A | 8,173,173.00 | .00 | 8,173,173.00 | .00 | .00 | 2,035,221.92 | 6,137,951.08 | 25 | 8,202,980.49 |
| 30020 - Sales Tax Totals | | \$8,173,173.00 | \$0.00 | \$8,173,173.00 | \$0.00 | \$0.00 | \$2,035,221.92 | \$6,137,951.08 | 25% | \$8,202,980.49 |
| 33000 | Interest Income | | | | | | | | | |
| 33000_003 | Interest Income 2025 Roads Bond | .00 | .00 | .00 | .00 | .00 | 390,332.95 | (390,332.95) | +++ | .00 |
| 33000 - Interest Income Totals | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$390,332.95 | (\$390,332.95) | +++ | \$0.00 |
| Program 801 - 2025 Roads Bond Program | | | | | | | | | | |
| 33000 | Interest Income | | | | | | | | | |
| 33000_003 | Interest Income 2025 Roads Bond | 100,000.00 | .00 | 100,000.00 | .00 | .00 | .00 | 100,000.00 | 0 | 405,497.58 |
| 33000 - Interest Income Totals | | \$100,000.00 | \$0.00 | \$100,000.00 | \$0.00 | \$0.00 | \$0.00 | \$100,000.00 | 0% | \$405,497.58 |
| 37800 | Long Term Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 31,649,327.00 |
| Program 801 - 2025 Roads Bond Program Totals | | \$100,000.00 | \$0.00 | \$100,000.00 | \$0.00 | \$0.00 | \$0.00 | \$100,000.00 | 0% | \$32,054,824.58 |
| Division 115 - Measure A Totals | | \$8,273,173.00 | \$0.00 | \$8,273,173.00 | \$0.00 | \$0.00 | \$2,425,554.87 | \$5,847,618.13 | 29% | \$40,257,805.07 |
| Department 10 - Administration Totals | | \$8,273,173.00 | \$0.00 | \$8,273,173.00 | \$0.00 | \$0.00 | \$2,425,554.87 | \$5,847,618.13 | 29% | \$40,257,805.07 |
| REVENUE TOTALS | | \$8,273,173.00 | \$0.00 | \$8,273,173.00 | \$0.00 | \$0.00 | \$2,425,554.87 | \$5,847,618.13 | 29% | \$40,257,805.07 |
| EXPENSE | | | | | | | | | | |
| Department 10 - Administration | | | | | | | | | | |
| Division 115 - Measure A | | | | | | | | | | |
| 41001 | Full Time Salaries | 204,556.00 | .00 | 204,556.00 | 9,473.88 | .00 | 58,535.05 | 146,020.95 | 29 | 116,338.54 |
| 41053 | Sick Leave Conversion Pay | 3,000.00 | .00 | 3,000.00 | .00 | .00 | 2,338.87 | 661.13 | 78 | 2,800.79 |
| 41055 | Vacation Conversion Pay | 2,000.00 | .00 | 2,000.00 | .00 | .00 | .00 | 2,000.00 | 0 | 2,299.61 |
| 41059 | Continuous Service Pay | 5,542.00 | .00 | 5,542.00 | 426.32 | .00 | 2,634.05 | 2,907.95 | 48 | 5,235.83 |
| 41100 | Overtime | | | | | | | | | |
| 41100_001 | Overtime Standard | 5,000.00 | .00 | 5,000.00 | .00 | .00 | .00 | 5,000.00 | 0 | 2,403.24 |
| 41100 - Overtime Totals | | \$5,000.00 | \$0.00 | \$5,000.00 | \$0.00 | \$0.00 | \$0.00 | \$5,000.00 | 0% | \$2,403.24 |
| 42002 | Medical Dental Plan | 31,248.00 | .00 | 31,248.00 | 1,958.04 | .00 | 11,118.87 | 20,129.13 | 36 | 22,796.31 |
| 42003 | Vision Insurance | 432.00 | .00 | 432.00 | 13.46 | .00 | 76.43 | 355.57 | 18 | 162.00 |
| 42004 | Long Term Disability Insurance | 767.00 | .00 | 767.00 | 42.64 | .00 | 244.38 | 522.62 | 32 | 453.07 |
| 42005 | Life Insurance | 387.00 | .00 | 387.00 | 24.48 | .00 | 87.55 | 299.45 | 23 | 245.75 |
| 42006 | SUI | 60.00 | .00 | 60.00 | .00 | .00 | .00 | 60.00 | 0 | 59.50 |
| 42007 | Workers Comp Insurance | 1,152.00 | .00 | 1,152.00 | 53.16 | .00 | 342.89 | 809.11 | 30 | 689.11 |
| 42008 | City Liability Insurance | 9,143.00 | .00 | 9,143.00 | 332.04 | .00 | 2,141.70 | 7,001.30 | 23 | 2,373.74 |
| 42009 | PERS | 37,669.00 | .00 | 37,669.00 | 1,803.82 | .00 | 11,145.03 | 26,523.97 | 30 | 21,600.37 |
| 42010 | Medicare Tax | 3,191.00 | .00 | 3,191.00 | 141.15 | .00 | 907.24 | 2,283.76 | 28 | 1,828.30 |
| 42012 | Retiree Health Insurance | 4,091.00 | .00 | 4,091.00 | 189.48 | .00 | 1,170.72 | 2,920.28 | 29 | 2,326.73 |
| 42013 | Deferred Comp | 1,639.00 | .00 | 1,639.00 | 94.74 | .00 | 585.36 | 1,053.64 | 36 | 1,163.37 |
| 42016 | Employee Contrib To PERS | (18,909.00) | .00 | (18,909.00) | (891.02) | .00 | (5,505.23) | (13,403.77) | 29 | (10,551.99) |



Budget Performance Report

Fiscal Year to Date 12/31/25

Include Rollup Account and Rollup to Object

| Account | Account Description | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|---|--------------------------|-------------------------|--------------------------|----------------------------|--------------------------|-------------------------|---------------------------|---------------|------------------------|
| Fund 115 - Measure A - Roads | | | | | | | | | | |
| EXPENSE | | | | | | | | | | |
| Department 10 - Administration | | | | | | | | | | |
| Division 115 - Measure A | | | | | | | | | | |
| 42019 | PERS UAL (Unfunded Accrued Liability) | 35,860.00 | .00 | 35,860.00 | 2,988.00 | .00 | 17,928.00 | 17,932.00 | 50 | 17,139.00 |
| 43010 | Contract Attorney | 15,000.00 | .00 | 15,000.00 | .00 | 5,824.00 | 19,176.00 | (10,000.00) | 167 | 22,901.65 |
| 43030 | City Engineering Services | 440,117.00 | .00 | 440,117.00 | 22,189.19 | .00 | 162,103.16 | 278,013.84 | 37 | 405,121.47 |
| 43327 | Construction Management | 5,045,664.00 | 1,225,504.00 | 6,271,168.00 | 380,907.07 | 2,436,460.26 | 1,756,326.01 | 2,078,381.73 | 67 | 2,204,328.94 |
| 43366 | Design | | | | | | | | | |
| 43366_001 | Design Roads | 3,405,000.00 | .00 | 3,405,000.00 | .00 | 2,085,875.25 | 1,324,594.53 | (5,469.78) | 100 | 3,727,897.80 |
| | 43366 - Design Totals | \$3,405,000.00 | \$0.00 | \$3,405,000.00 | \$0.00 | \$2,085,875.25 | \$1,324,594.53 | (\$5,469.78) | 100% | \$3,727,897.80 |
| 47005 | Advertising | 300.00 | .00 | 300.00 | .00 | .00 | 138.00 | 162.00 | 46 | 228.00 |
| 47080 | Shoe Allowance | 700.00 | .00 | 700.00 | .00 | .00 | 350.00 | 350.00 | 50 | 250.00 |
| 51270 | Construction Project | 1,000,000.00 | .00 | 1,000,000.00 | .00 | 673,312.33 | 1,720,781.42 | (1,394,093.75) | 239 | 10,857,011.73 |
| 53030 | Roads Bond | | | | | | | | | |
| 53030_001 | Roads Bond Interest | 1,733,125.00 | .00 | 1,733,125.00 | .00 | .00 | 995,625.00 | 737,500.00 | 57 | .00 |
| 53030_002 | Roads Bond Principal | 655,000.00 | .00 | 655,000.00 | .00 | .00 | .00 | 655,000.00 | 0 | .00 |
| | 53030 - Roads Bond Totals | \$2,388,125.00 | \$0.00 | \$2,388,125.00 | \$0.00 | \$0.00 | \$995,625.00 | \$1,392,500.00 | 42% | \$0.00 |
| Program 801 - 2025 Roads Bond Program | | | | | | | | | | |
| 51270 | Construction Project | 17,465,000.00 | 2,534,464.00 | 19,999,464.00 | .00 | 7,986,166.48 | 68,019.33 | 11,945,278.19 | 40 | .00 |
| 53106 | Cost of Issuance | | | | | | | | | |
| 53106_006 | Cost of Issuance 2025 Roads Bond | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 421,940.77 |
| | 53106 - Cost of Issuance Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$421,940.77 |
| | Program 801 - 2025 Roads Bond Program Totals | \$17,465,000.00 | \$2,534,464.00 | \$19,999,464.00 | \$0.00 | \$7,986,166.48 | \$68,019.33 | \$11,945,278.19 | 40% | \$421,940.77 |
| | Division 115 - Measure A Totals | \$30,086,734.00 | \$3,759,968.00 | \$33,846,702.00 | \$419,746.45 | \$13,187,638.32 | \$6,150,864.36 | \$14,508,199.32 | 57% | \$17,829,043.63 |
| | Department 10 - Administration Totals | \$30,086,734.00 | \$3,759,968.00 | \$33,846,702.00 | \$419,746.45 | \$13,187,638.32 | \$6,150,864.36 | \$14,508,199.32 | 57% | \$17,829,043.63 |
| | EXPENSE TOTALS | \$30,086,734.00 | \$3,759,968.00 | \$33,846,702.00 | \$419,746.45 | \$13,187,638.32 | \$6,150,864.36 | \$14,508,199.32 | 57% | \$17,829,043.63 |
| Fund 115 - Measure A - Roads Totals | | | | | | | | | | |
| | REVENUE TOTALS | 8,273,173.00 | .00 | 8,273,173.00 | .00 | .00 | 2,425,554.87 | 5,847,618.13 | 29% | 40,257,805.07 |
| | EXPENSE TOTALS | 30,086,734.00 | 3,759,968.00 | 33,846,702.00 | 419,746.45 | 13,187,638.32 | 6,150,864.36 | 14,508,199.32 | 57% | 17,829,043.63 |
| | Fund 115 - Measure A - Roads Totals | (\$21,813,561.00) | (\$3,759,968.00) | (\$25,573,529.00) | (\$419,746.45) | (\$13,187,638.32) | (\$3,725,309.49) | (\$8,660,581.19) | | \$22,428,761.44 |
| Grand Totals | | | | | | | | | | |
| | REVENUE TOTALS | 8,273,173.00 | .00 | 8,273,173.00 | .00 | .00 | 2,425,554.87 | 5,847,618.13 | 29% | 40,257,805.07 |
| | EXPENSE TOTALS | 30,086,734.00 | 3,759,968.00 | 33,846,702.00 | 419,746.45 | 13,187,638.32 | 6,150,864.36 | 14,508,199.32 | 57% | 17,829,043.63 |
| | Grand Totals | (\$21,813,561.00) | (\$3,759,968.00) | (\$25,573,529.00) | (\$419,746.45) | (\$13,187,638.32) | (\$3,725,309.49) | (\$8,660,581.19) | | \$22,428,761.44 |



Balance Sheet

Through 12/31/25

Detail Listing

Include Rollup Account/Rollup to Object

| Account | Account Description | Current YTD Balance | Prior Year Total Actual | Net Change | Change % |
|---|--|------------------------|----------------------------|-------------------------|------------------|
| Fund Category General Fund | | | | | |
| Fund Type | | | | | |
| Fund 115 - Measure A - Roads | | | | | |
| ASSETS | | | | | |
| 11000 | Cash | (753,660.77) | 3,416,240.73 | (4,169,901.50) | (122.06) |
| 12000 | Cash - Trustee | | | | |
| 12000_019 | Cash - Trustee 2025 Roads Bond | 32,023,216.76 | 31,632,883.81 | 390,332.95 | 1.23 |
| 12000 - Cash - Trustee Totals | | \$32,023,216.76 | \$31,632,883.81 | \$390,332.95 | 1.23% |
| 13000 | Accounts Receivable | | | | |
| 13000_007 | Accounts Receivable Accts Rec-Yr End Rev Accrual | .00 | 1,360,134.79 | (1,360,134.79) | (100.00) |
| 13000 - Accounts Receivable Totals | | \$0.00 | \$1,360,134.79 | (\$1,360,134.79) | (100.00%) |
| ASSETS TOTALS | | \$31,269,555.99 | \$36,409,259.33 | (\$5,139,703.34) | (14.12%) |
| LIABILITIES AND FUND EQUITY | | | | | |
| LIABILITIES | | | | | |
| 21000 | Accounts Payable | 5,232.07 | 1,412,780.64 | (1,407,548.57) | (99.63) |
| 22004 | Salaries Payable | .00 | 4,381.49 | (4,381.49) | (100.00) |
| 23000 | Due To | (2,463.79) | .00 | (2,463.79) | +++ |
| LIABILITIES TOTALS | | \$2,768.28 | \$1,417,162.13 | (\$1,414,393.85) | (99.80%) |
| FUND EQUITY | | | | | |
| 29000 | Fund Balance - General Fund | 12,563,335.76 | 12,563,335.76 | .00 | .00 |
| FUND EQUITY TOTALS Prior to Current Year Changes | | \$12,563,335.76 | \$12,563,335.76 | \$0.00 | 0.00% |
| | Prior Year Fund Equity Adjustment | (22,428,761.44) | .00 | | |
| | Fund Revenues | (2,425,554.87) | (40,257,805.07) | | |
| | Fund Expenses | 6,150,864.36 | 17,829,043.63 | | |
| FUND EQUITY TOTALS | | \$31,266,787.71 | \$34,992,097.20 | (\$3,725,309.49) | (10.65%) |
| LIABILITIES AND FUND EQUITY TOTALS | | \$31,269,555.99 | \$36,409,259.33 | (\$5,139,703.34) | (14.12%) |
| Fund 115 - Measure A - Roads Totals | | \$0.00 | \$0.00 | \$0.00 | +++ |

MEASURE A (General) - Accountability Report

Prepared: 1/16/26
Fund: 118-Measure A General
FISCAL YEAR: 2024-2025
Period: 07/01/2025-12/31/2026

| | 2025-2026 Amended Budget | 2025-2026 Actual to Date | 2025-2026 Remaining Budget | % of Budget Received/ Expended |
|---|--------------------------------|-----------------------------|-------------------------------|--------------------------------------|
| Revenues | \$ 6,687,141 | \$ 1,665,181.58 | \$ 5,021,959 | 25% |
| Expenditures | | | | |
| <u>Services, Supplies and Equipment:</u> | | | | |
| Sales Tax Contingency Audit | \$ 15,000 | \$ 160.50 | | |
| Police - Minor Equipment Safety | \$ 54,287 | \$ 54,286.84 | \$ 0 | 100% |
| Pierce Volcity Pumper Debt Payment | \$ 151,415 | \$ - | \$ 151,415 | 0% |
| <u>Salaries & Benefits:</u> | | | | |
| Police Salaries & Benefits - Special Operations | \$ 153,590 | \$ 73,524.98 | \$ 80,065 | 48% |
| Police Salaries & Benefits - Support Operations | \$ 621,232 | \$ 310,011.52 | \$ 311,220 | 50% |
| Police Salaries & Benefits - Field Operations | \$ 3,656,510 | \$ 1,811,552.03 | \$ 1,844,958 | 50% |
| Fire Salaries & Benefits - Operations | \$ 1,772,010 | \$ 815,856.73 | \$ 956,153 | 46% |
| Parks Salaries & Benefits - Maintenance | \$ 294,666 | \$ 134,746.55 | \$ 159,919 | 46% |
| <u>Transfers Out:</u> | | | | |
| Transfers Out - Police Vehicle and Equip. Replacement | \$ 1,000,000 | \$ 1,000,000.00 | \$ - | 100% |
| Transfers Out - Fire Vehicle and Equip. Replacement | \$ 1,000,000 | \$ 1,000,000.00 | \$ - | 100% |
| Total Expenditures | \$ 8,718,710 | \$ 5,200,139.15 | \$ 3,352,316 | 60% |
| Revenue Over / (Under) Expenses | \$ (2,031,569) | \$ (3,534,957.57) | | |
| FUND BALANCE | | | | |
| Balance Forward from Prior Fiscal Year | | \$ 7,270,666.97 | | |
| Net Change to Fund Balance | | \$ (3,534,957.57) | | |
| Current Balance | | \$ 3,735,709.40 | | |



Budget Performance Report

Fiscal Year to Date 12/31/25

Include Rollup Account and Rollup to Object

| Account | Account Description | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|---------------------------------------|-----------------------|-------------------|-----------------------|----------------------------|------------------|-----------------------|---------------------------|---------------|-----------------------|
| Fund 118 - Measure A | | | | | | | | | | |
| REVENUE | | | | | | | | | | |
| Department 10 - Administration | | | | | | | | | | |
| Division 115 - Measure A | | | | | | | | | | |
| 30020 | Sales Tax | | | | | | | | | |
| 30020_004 | Sales Tax Measure A | 6,687,141.00 | .00 | 6,687,141.00 | .00 | .00 | 1,665,181.58 | 5,021,959.42 | 25 | 6,711,529.50 |
| 30020 - Sales Tax Totals | | \$6,687,141.00 | \$0.00 | \$6,687,141.00 | \$0.00 | \$0.00 | \$1,665,181.58 | \$5,021,959.42 | 25% | \$6,711,529.50 |
| Division 115 - Measure A Totals | | \$6,687,141.00 | \$0.00 | \$6,687,141.00 | \$0.00 | \$0.00 | \$1,665,181.58 | \$5,021,959.42 | 25% | \$6,711,529.50 |
| Department 10 - Administration Totals | | \$6,687,141.00 | \$0.00 | \$6,687,141.00 | \$0.00 | \$0.00 | \$1,665,181.58 | \$5,021,959.42 | 25% | \$6,711,529.50 |
| REVENUE TOTALS | | \$6,687,141.00 | \$0.00 | \$6,687,141.00 | \$0.00 | \$0.00 | \$1,665,181.58 | \$5,021,959.42 | 25% | \$6,711,529.50 |
| EXPENSE | | | | | | | | | | |
| Department 10 - Administration | | | | | | | | | | |
| Division 102 - City Manager | | | | | | | | | | |
| 41001 | Full Time Salaries | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 45,208.67 |
| 41052 | Educational Incentive | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 1,130.21 |
| 41055 | Vacation Conversion Pay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 879.06 |
| 41056 | Management Leave Conversion | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 1,506.96 |
| 42002 | Medical Dental Plan | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 1,875.21 |
| 42003 | Vision Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 65.64 |
| 42004 | Long Term Disability Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 183.18 |
| 42005 | Life Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 98.86 |
| 42007 | Workers Comp Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 117.08 |
| 42008 | City Liability Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 1,097.35 |
| 42009 | PERS | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 8,192.70 |
| 42010 | Medicare Tax | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 704.64 |
| 42012 | Retiree Health Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 1,356.24 |
| 42013 | Deferred Comp | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 1,582.33 |
| 42014 | Deferred Comp In Lieu | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 1,526.79 |
| 42016 | Employee Contrib To PERS | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | (4,170.47) |
| 42019 | PERS UAL (Unfunded Accrued Liability) | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 4,284.00 |
| 45001 | Telephone | | | | | | | | | |
| 45001_000 | Telephone General | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 289.29 |
| 45001 - Telephone Totals | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$289.29 |
| 46000 | Auto Allowance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 642.86 |
| Division 102 - City Manager Totals | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$66,570.60 |
| Division 103 - Economic Development and Comm | | | | | | | | | | |
| 41001 | Full Time Salaries | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 45,208.67 |
| 41055 | Vacation Conversion Pay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 879.06 |
| 41056 | Management Leave Conversion | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 1,506.96 |
| 42002 | Medical Dental Plan | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 8,544.60 |
| 42003 | Vision Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 65.64 |



Budget Performance Report

Fiscal Year to Date 12/31/25

Include Rollup Account and Rollup to Object

| Account | Account Description | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|---------------------------------------|----------------|-------------------|----------------|----------------------------|------------------|------------------|---------------------------|---------------|------------------|
| Fund 118 - Measure A | | | | | | | | | | |
| EXPENSE | | | | | | | | | | |
| Department 10 - Administration | | | | | | | | | | |
| Division 103 - Economic Development and Comm | | | | | | | | | | |
| 42004 | Long Term Disability Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 183.18 |
| 42005 | Life Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 98.86 |
| 42007 | Workers Comp Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 113.67 |
| 42008 | City Liability Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 1,090.66 |
| 42009 | PERS | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 7,992.90 |
| 42010 | Medicare Tax | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 673.79 |
| 42012 | Retiree Health Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 1,356.24 |
| 42016 | Employee Contrib To PERS | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | (4,068.77) |
| 42019 | PERS UAL (Unfunded Accrued Liability) | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 4,284.00 |
| 46000 | Auto Allowance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 642.86 |
| Division 103 - Economic Development and Comm Totals | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$68,572.32 |
| Division 106 - Finance | | | | | | | | | | |
| 41001 | Full Time Salaries | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 33,150.73 |
| 41100 | Overtime | | | | | | | | | |
| 41100_001 | Overtime Standard | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 48.22 |
| 41100 - Overtime Totals | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$48.22 |
| 42002 | Medical Dental Plan | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 12,481.01 |
| 42003 | Vision Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 111.60 |
| 42004 | Long Term Disability Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 134.35 |
| 42005 | Life Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 70.42 |
| 42007 | Workers Comp Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 79.64 |
| 42008 | City Liability Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 764.51 |
| 42009 | PERS | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 5,860.99 |
| 42010 | Medicare Tax | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 450.62 |
| 42012 | Retiree Health Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 662.98 |
| 42013 | Deferred Comp | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 165.73 |
| 42016 | Employee Contrib To PERS | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | (2,983.56) |
| 42019 | PERS UAL (Unfunded Accrued Liability) | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 7,284.00 |
| Division 106 - Finance Totals | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$58,281.24 |
| Division 109 - Human Relations | | | | | | | | | | |
| 41001 | Full Time Salaries | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 16,766.32 |
| 41051 | Confidential Pay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 838.32 |
| 42002 | Medical Dental Plan | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 8,544.60 |
| 42003 | Vision Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 65.64 |
| 42004 | Long Term Disability Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 66.16 |
| 42005 | Life Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 35.91 |
| 42007 | Workers Comp Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 42.24 |



Budget Performance Report

Fiscal Year to Date 12/31/25

Include Rollup Account and Rollup to Object

| Account | Account Description | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|---------------------------------------|----------------|-------------------|----------------|----------------------------|------------------|------------------|---------------------------|---------------|------------------|
| Fund 118 - Measure A | | | | | | | | | | |
| EXPENSE | | | | | | | | | | |
| Department 10 - Administration | | | | | | | | | | |
| Division 109 - Human Relations | | | | | | | | | | |
| 42008 | City Liability Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 405.44 |
| 42009 | PERS | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 3,112.48 |
| 42010 | Medicare Tax | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 241.57 |
| 42012 | Retiree Health Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 503.00 |
| 42013 | Deferred Comp | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 83.81 |
| 42016 | Employee Contrib To PERS | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | (1,584.41) |
| 42019 | PERS UAL (Unfunded Accrued Liability) | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 4,284.00 |
| Division 109 - Human Relations Totals | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$33,405.08 |
| Division 115 - Measure A | | | | | | | | | | |
| 47304 | Sales Tax Contingency Audit | .00 | 15,000.00 | 15,000.00 | .00 | .00 | 160.50 | 14,839.50 | 1 | 8,422.87 |
| Division 115 - Measure A Totals | | \$0.00 | \$15,000.00 | \$15,000.00 | \$0.00 | \$0.00 | \$160.50 | \$14,839.50 | 1% | \$8,422.87 |
| Department 10 - Administration Totals | | \$0.00 | \$15,000.00 | \$15,000.00 | \$0.00 | \$0.00 | \$160.50 | \$14,839.50 | 1% | \$235,252.11 |
| Department 20 - Police | | | | | | | | | | |
| Division 200 - Special Operations | | | | | | | | | | |
| 41001 | Full Time Salaries | 89,034.00 | .00 | 89,034.00 | 6,764.30 | .00 | 41,793.71 | 47,240.29 | 47 | 82,757.14 |
| 41051 | Confidential Pay | 4,452.00 | .00 | 4,452.00 | 338.22 | .00 | 2,089.72 | 2,362.28 | 47 | 4,137.94 |
| 41053 | Sick Leave Conversion Pay | 1,000.00 | .00 | 1,000.00 | .00 | .00 | .00 | 1,000.00 | 0 | .00 |
| 41055 | Vacation Conversion Pay | 1,000.00 | .00 | 1,000.00 | .00 | .00 | .00 | 1,000.00 | 0 | .00 |
| 41059 | Continuous Service Pay | 1,336.00 | .00 | 1,336.00 | 101.46 | .00 | 626.88 | 709.12 | 47 | 1,241.41 |
| 41100 Overtime | | | | | | | | | | |
| 41100_001 | Overtime Standard | 4,000.00 | .00 | 4,000.00 | .00 | .00 | 45.03 | 3,954.97 | 1 | 599.36 |
| 41100 - Overtime Totals | | \$4,000.00 | \$0.00 | \$4,000.00 | \$0.00 | \$0.00 | \$45.03 | \$3,954.97 | 1% | \$599.36 |
| 42001 | Uniform Allowance | 1,130.00 | .00 | 1,130.00 | 640.00 | .00 | 1,280.00 | (150.00) | 113 | 1,280.00 |
| 42002 | Medical Dental Plan | 15,624.00 | .00 | 15,624.00 | 1,881.58 | .00 | 10,684.69 | 4,939.31 | 68 | 21,903.24 |
| 42003 | Vision Insurance | 216.00 | .00 | 216.00 | 13.32 | .00 | 75.64 | 140.36 | 35 | 160.31 |
| 42004 | Long Term Disability Insurance | 334.00 | .00 | 334.00 | 30.44 | .00 | 174.47 | 159.53 | 52 | 330.31 |
| 42005 | Life Insurance | 168.00 | .00 | 168.00 | 17.46 | .00 | 62.45 | 105.55 | 37 | 177.44 |
| 42006 | SUI | 30.00 | .00 | 30.00 | .00 | .00 | .00 | 30.00 | 0 | 57.16 |
| 42007 | Workers Comp Insurance | 393.00 | .00 | 393.00 | 18.82 | .00 | 109.97 | 283.03 | 28 | 217.03 |
| 42008 | City Liability Insurance | 4,690.00 | .00 | 4,690.00 | 332.30 | .00 | 1,945.68 | 2,744.32 | 41 | 2,119.30 |
| 42009 | PERS | 16,599.00 | .00 | 16,599.00 | 1,258.52 | .00 | 7,775.86 | 8,823.14 | 47 | 15,577.61 |
| 42010 | Medicare Tax | 1,462.00 | .00 | 1,462.00 | 111.08 | .00 | 648.93 | 813.07 | 44 | 1,278.54 |
| 42012 | Retiree Health Insurance | 1,781.00 | .00 | 1,781.00 | 202.92 | .00 | 1,253.76 | 527.24 | 70 | 2,482.67 |
| 42013 | Deferred Comp | 445.00 | .00 | 445.00 | .00 | .00 | .00 | 445.00 | 0 | .00 |
| 42016 | Employee Contrib To PERS | (8,534.00) | .00 | (8,534.00) | (648.34) | .00 | (4,005.81) | (4,528.19) | 47 | (7,932.26) |
| 42019 | PERS UAL (Unfunded Accrued Liability) | 17,930.00 | .00 | 17,930.00 | 1,494.00 | .00 | 8,964.00 | 8,966.00 | 50 | 17,139.00 |
| 47065 | Professional Development | 500.00 | .00 | 500.00 | .00 | .00 | .00 | 500.00 | 0 | 400.00 |



Budget Performance Report

Fiscal Year to Date 12/31/25

Include Rollup Account and Rollup to Object

| Account | Account Description | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|--|--------------------|-------------------|--------------------|----------------------------|------------------|-------------------|---------------------------|---------------|--------------------|
| Fund 118 - Measure A | | | | | | | | | | |
| EXPENSE | | | | | | | | | | |
| Department 20 - Police | | | | | | | | | | |
| Division 200 - Special Operations Totals | | \$153,590.00 | \$0.00 | \$153,590.00 | \$12,556.08 | \$0.00 | \$73,524.98 | \$80,065.02 | 48% | \$143,926.20 |
| Division 205 - Support Operations | | | | | | | | | | |
| 41001 | Full Time Salaries | 359,488.00 | 16,428.00 | 375,916.00 | 29,589.76 | .00 | 181,943.01 | 193,972.99 | 48 | 336,740.21 |
| 41010 | Police Special Pay | | | | | | | | | |
| 41010_006 | Police Special Pay POST Officer Differential | 6,244.00 | .00 | 6,244.00 | 480.28 | .00 | 2,967.44 | 3,276.56 | 48 | 5,924.24 |
| 41010 - Police Special Pay Totals | | \$6,244.00 | \$0.00 | \$6,244.00 | \$480.28 | \$0.00 | \$2,967.44 | \$3,276.56 | 48% | \$5,924.24 |
| 41050 | Bilingual Pay | 8,104.00 | .00 | 8,104.00 | 622.94 | .00 | 3,830.86 | 4,273.14 | 47 | 7,651.45 |
| 41052 | Educational Incentive | 8,327.00 | 411.00 | 8,738.00 | 697.10 | .00 | 4,253.11 | 4,484.89 | 49 | 7,894.79 |
| 41053 | Sick Leave Conversion Pay | 3,000.00 | .00 | 3,000.00 | .00 | .00 | .00 | 3,000.00 | 0 | .00 |
| 41055 | Vacation Conversion Pay | 3,000.00 | .00 | 3,000.00 | .00 | .00 | .00 | 3,000.00 | 0 | 6,934.72 |
| 41056 | Management Leave Conversion | 3,000.00 | .00 | 3,000.00 | .00 | .00 | .00 | 3,000.00 | 0 | .00 |
| 41059 | Continuous Service Pay | 11,144.00 | 246.00 | 11,390.00 | 886.56 | .00 | 5,475.29 | 5,914.71 | 48 | 10,531.52 |
| 41100 | Overtime | | | | | | | | | |
| 41100_001 | Overtime Standard | 10,000.00 | .00 | 10,000.00 | 799.17 | .00 | 4,967.40 | 5,032.60 | 50 | 16,950.65 |
| 41100 - Overtime Totals | | \$10,000.00 | \$0.00 | \$10,000.00 | \$799.17 | \$0.00 | \$4,967.40 | \$5,032.60 | 50% | \$16,950.65 |
| 42001 | Uniform Allowance | 3,540.00 | .00 | 3,540.00 | 1,845.00 | .00 | 3,690.00 | (150.00) | 104 | 3,690.00 |
| 42002 | Medical Dental Plan | 36,948.00 | .00 | 36,948.00 | 5,589.88 | .00 | 31,742.53 | 5,205.47 | 86 | 65,257.96 |
| 42003 | Vision Insurance | 432.00 | .00 | 432.00 | 40.84 | .00 | 231.91 | 200.09 | 54 | 491.54 |
| 42004 | Long Term Disability Insurance | 1,348.00 | 62.00 | 1,410.00 | 133.15 | .00 | 759.82 | 650.18 | 54 | 1,340.21 |
| 42005 | Life Insurance | 679.00 | 31.00 | 710.00 | 76.27 | .00 | 271.95 | 438.05 | 38 | 719.31 |
| 42006 | SUI | 89.00 | .00 | 89.00 | .00 | .00 | .00 | 89.00 | 0 | 178.50 |
| 42007 | Workers Comp Insurance | 1,675.00 | 49.00 | 1,724.00 | 84.43 | .00 | 500.64 | 1,223.36 | 29 | 958.63 |
| 42008 | City Liability Insurance | 19,116.00 | 739.00 | 19,855.00 | 1,501.81 | .00 | 8,906.98 | 10,948.02 | 45 | 9,400.64 |
| 42009 | PERS | 74,963.00 | 3,187.00 | 78,150.00 | 5,867.86 | .00 | 36,087.13 | 42,062.87 | 46 | 67,815.56 |
| 42010 | Medicare Tax | 5,978.00 | 248.00 | 6,226.00 | 498.57 | .00 | 2,958.99 | 3,267.01 | 48 | 5,654.16 |
| 42012 | Retiree Health Insurance | 12,138.00 | 493.00 | 12,631.00 | 992.02 | .00 | 6,110.11 | 6,520.89 | 48 | 11,402.02 |
| 42013 | Deferred Comp | 4,377.00 | 411.00 | 4,788.00 | 356.96 | .00 | 2,201.53 | 2,586.47 | 46 | 3,729.21 |
| 42014 | Deferred Comp In Lieu | 5,700.00 | .00 | 5,700.00 | 475.00 | .00 | 2,697.32 | 3,002.68 | 47 | 5,716.97 |
| 42016 | Employee Contrib To PERS | (35,615.00) | (1,538.00) | (37,153.00) | (2,920.54) | .00 | (17,958.92) | (19,194.08) | 48 | (33,390.63) |
| 42019 | PERS UAL (Unfunded Accrued Liability) | 53,790.00 | .00 | 53,790.00 | 4,483.00 | .00 | 26,898.00 | 26,892.00 | 50 | 51,417.00 |
| 45001 | Telephone | | | | | | | | | |
| 45001_000 | Telephone General | .00 | .00 | .00 | 60.00 | .00 | 340.71 | (340.71) | +++ | 722.15 |
| 45001 - Telephone Totals | | \$0.00 | \$0.00 | \$0.00 | \$60.00 | \$0.00 | \$340.71 | (\$340.71) | +++ | \$722.15 |
| 46000 | Auto Allowance | 2,400.00 | .00 | 2,400.00 | 200.00 | .00 | 1,135.71 | 1,264.29 | 47 | 2,407.15 |
| 47065 | Professional Development | 600.00 | .00 | 600.00 | .00 | .00 | .00 | 600.00 | 0 | .00 |
| 51413 | HVAC | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 309,055.14 |
| Division 205 - Support Operations Totals | | \$600,465.00 | \$20,767.00 | \$621,232.00 | \$52,360.06 | \$0.00 | \$310,011.52 | \$311,220.48 | 50% | \$899,193.10 |



Budget Performance Report

Fiscal Year to Date 12/31/25

Include Rollup Account and Rollup to Object

| Account | Account Description | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---------------------------------|--|--------------------|-------------------|--------------------|----------------------------|------------------|--------------------|---------------------------|---------------|--------------------|
| Fund 118 - Measure A | | | | | | | | | | |
| EXPENSE | | | | | | | | | | |
| Department 20 - Police | | | | | | | | | | |
| Division 210 - Field Operations | | | | | | | | | | |
| 41001 | Full Time Salaries | 1,826,330.00 | .00 | 1,826,330.00 | 140,487.66 | .00 | 847,897.31 | 978,432.69 | 46 | 1,234,982.60 |
| 41010 | Police Special Pay | | | | | | | | | |
| 41010_001 | Police Special Pay Special Assignment | 5,537.00 | .00 | 5,537.00 | 425.96 | .00 | 2,076.56 | 3,460.44 | 38 | 3,311.11 |
| 41010_002 | Police Special Pay FTO | .00 | .00 | .00 | 659.15 | .00 | 3,625.82 | (3,625.82) | +++ | 4,485.34 |
| 41010_006 | Police Special Pay POST Officer Differential | 81,268.00 | .00 | 81,268.00 | 6,992.98 | .00 | 41,238.67 | 40,029.33 | 51 | 60,434.24 |
| 41010_007 | Police Special Pay SWAT Pay | 5,537.00 | .00 | 5,537.00 | 425.96 | .00 | 2,631.82 | 2,905.18 | 48 | 3,912.51 |
| | 41010 - Police Special Pay Totals | \$92,342.00 | \$0.00 | \$92,342.00 | \$8,504.05 | \$0.00 | \$49,572.87 | \$42,769.13 | 54% | \$72,143.20 |
| 41050 | Bilingual Pay | 17,679.00 | .00 | 17,679.00 | 1,725.24 | .00 | 8,950.24 | 8,728.76 | 51 | 9,262.18 |
| 41052 | Educational Incentive | 46,060.00 | .00 | 46,060.00 | 4,096.26 | .00 | 25,383.32 | 20,676.68 | 55 | 36,199.67 |
| 41053 | Sick Leave Conversion Pay | 6,000.00 | .00 | 6,000.00 | .00 | .00 | 2,469.46 | 3,530.54 | 41 | 3,447.44 |
| 41055 | Vacation Conversion Pay | 6,000.00 | .00 | 6,000.00 | .00 | .00 | 1,923.81 | 4,076.19 | 32 | 6,577.38 |
| 41056 | Management Leave Conversion | 5,000.00 | .00 | 5,000.00 | .00 | .00 | 1,035.34 | 3,964.66 | 21 | 3,964.63 |
| 41059 | Continuous Service Pay | 48,736.00 | .00 | 48,736.00 | 4,346.28 | .00 | 25,762.17 | 22,973.83 | 53 | 40,743.99 |
| 41060 | Signing Bonus | 25,000.00 | .00 | 25,000.00 | .00 | .00 | 1,071.43 | 23,928.57 | 4 | 34,928.57 |
| 41100 | Overtime | | | | | | | | | |
| 41100_001 | Overtime Standard | 70,000.00 | .00 | 70,000.00 | 7,743.28 | .00 | 42,450.51 | 27,549.49 | 61 | 68,974.34 |
| | 41100 - Overtime Totals | \$70,000.00 | \$0.00 | \$70,000.00 | \$7,743.28 | \$0.00 | \$42,450.51 | \$27,549.49 | 61% | \$68,974.34 |
| 42001 | Uniform Allowance | 25,150.00 | .00 | 25,150.00 | 12,875.00 | .00 | 25,506.91 | (356.91) | 101 | 14,530.77 |
| 42002 | Medical Dental Plan | 296,855.00 | .00 | 296,855.00 | 32,929.22 | .00 | 184,426.11 | 112,428.89 | 62 | 294,187.49 |
| 42003 | Vision Insurance | 4,104.00 | .00 | 4,104.00 | 276.22 | .00 | 1,543.36 | 2,560.64 | 38 | 2,466.64 |
| 42004 | Long Term Disability Insurance | 6,849.00 | .00 | 6,849.00 | 632.26 | .00 | 3,495.37 | 3,353.63 | 51 | 4,923.31 |
| 42005 | Life Insurance | 3,452.00 | .00 | 3,452.00 | 362.06 | .00 | 1,271.15 | 2,180.85 | 37 | 2,670.88 |
| 42006 | SUI | 565.00 | .00 | 565.00 | .00 | .00 | 59.50 | 505.50 | 11 | 867.54 |
| 42007 | Workers Comp Insurance | 49,798.00 | .00 | 49,798.00 | 4,240.33 | .00 | 24,231.15 | 25,566.85 | 49 | 35,541.23 |
| 42008 | City Liability Insurance | 182,775.00 | .00 | 182,775.00 | 15,067.41 | .00 | 86,929.09 | 95,845.91 | 48 | 71,172.65 |
| 42009 | PERS | 559,385.00 | .00 | 559,385.00 | 59,248.45 | .00 | 285,038.85 | 274,346.15 | 51 | 397,283.50 |
| 42010 | Medicare Tax | 31,076.00 | .00 | 31,076.00 | 2,547.30 | .00 | 14,593.56 | 16,482.44 | 47 | 21,479.95 |
| 42012 | Retiree Health Insurance | 75,016.00 | .00 | 75,016.00 | 5,969.64 | .00 | 36,176.51 | 38,839.49 | 48 | 50,245.21 |
| 42013 | Deferred Comp | 5,613.00 | .00 | 5,613.00 | 348.60 | .00 | 2,153.85 | 3,459.15 | 38 | 4,600.13 |
| 42014 | Deferred Comp In Lieu | .00 | .00 | .00 | 475.00 | .00 | 2,697.32 | (2,697.32) | +++ | 1,679.47 |
| 42016 | Employee Contrib To PERS | (238,654.00) | .00 | (238,654.00) | (24,381.08) | .00 | (116,819.67) | (121,834.33) | 49 | (161,532.04) |
| 42019 | PERS UAL (Unfunded Accrued Liability) | 510,779.00 | .00 | 510,779.00 | 42,565.00 | .00 | 255,390.00 | 255,389.00 | 50 | 336,256.00 |
| 44030 | Minor Equipment | | | | | | | | | |
| 44030_001 | Minor Equipment Safety | 54,287.00 | .00 | 54,287.00 | .00 | .00 | 54,286.84 | .16 | 100 | 54,286.85 |
| | 44030 - Minor Equipment Totals | \$54,287.00 | \$0.00 | \$54,287.00 | \$0.00 | \$0.00 | \$54,286.84 | \$0.16 | 100% | \$54,286.85 |
| 47065 | Professional Development | 600.00 | .00 | 600.00 | .00 | .00 | .00 | 600.00 | 0 | 500.00 |



Budget Performance Report

Fiscal Year to Date 12/31/25

Include Rollup Account and Rollup to Object

| Account | Account Description | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|---|-----------------------|--------------------|-----------------------|----------------------------|------------------|-----------------------|---------------------------|---------------|-----------------------|
| Fund 118 - Measure A | | | | | | | | | | |
| EXPENSE | | | | | | | | | | |
| Department 20 - Police | | | | | | | | | | |
| Division 210 - Field Operations | | | | | | | | | | |
| 48001 | Transfers Out | | | | | | | | | |
| 48001_090 | Transfers Out Vehicle & Equip Replacement | 900,000.00 | .00 | 900,000.00 | .00 | .00 | 900,000.00 | .00 | 100 | .00 |
| 48001_123 | Transfers Out To Fd 240 for Police Equipment | 100,000.00 | .00 | 100,000.00 | .00 | .00 | 100,000.00 | .00 | 100 | .00 |
| 48001_351 | Transfers Out To F240 for LPR's | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 566,775.00 |
| | 48001 - Transfers Out Totals | \$1,000,000.00 | \$0.00 | \$1,000,000.00 | \$0.00 | \$0.00 | \$1,000,000.00 | \$0.00 | 100% | \$566,775.00 |
| 49006 | Salary Credits From Other Departments | .00 | .00 | .00 | .00 | .00 | (1,657.49) | 1,657.49 | +++ | .00 |
| | Division 210 - Field Operations Totals | \$4,710,797.00 | \$0.00 | \$4,710,797.00 | \$320,058.18 | \$0.00 | \$2,865,838.87 | \$1,844,958.13 | 61% | \$3,209,158.58 |
| | Department 20 - Police Totals | \$5,464,852.00 | \$20,767.00 | \$5,485,619.00 | \$384,974.32 | \$0.00 | \$3,249,375.37 | \$2,236,243.63 | 59% | \$4,252,277.88 |
| Department 30 - Fire | | | | | | | | | | |
| Division 300 - Operations | | | | | | | | | | |
| 41001 | Full Time Salaries | 824,092.00 | .00 | 824,092.00 | 59,997.28 | .00 | 379,945.20 | 444,146.80 | 46 | 838,686.65 |
| 41020 | Fire Special Pay | | | | | | | | | |
| 41020_001 | Fire Special Pay EMT Certificates | 7,360.00 | .00 | 7,360.00 | 570.74 | .00 | 3,467.14 | 3,892.86 | 47 | 5,882.02 |
| 41020_002 | Fire Special Pay Fitness Incentive | 10,299.00 | .00 | 10,299.00 | .00 | .00 | 317.86 | 9,981.14 | 3 | 5,067.44 |
| 41020_003 | Fire Special Pay FLSA Wages | 13,559.00 | .00 | 13,559.00 | 1,080.62 | .00 | 6,374.63 | 7,184.37 | 47 | 11,481.46 |
| 41020_004 | Fire Special Pay PFP | 20,599.00 | .00 | 20,599.00 | 721.94 | .00 | 9,490.42 | 11,108.58 | 46 | 15,012.86 |
| 41020_007 | Fire Special Pay Management Certificate | 3,680.00 | .00 | 3,680.00 | 570.72 | .00 | 2,446.93 | 1,233.07 | 66 | 2,941.07 |
| | 41020 - Fire Special Pay Totals | \$55,497.00 | \$0.00 | \$55,497.00 | \$2,944.02 | \$0.00 | \$22,096.98 | \$33,400.02 | 40% | \$40,384.85 |
| 41052 | Educational Incentive | 6,080.00 | .00 | 6,080.00 | 1,127.96 | .00 | 6,767.60 | (687.60) | 111 | 7,457.69 |
| 41053 | Sick Leave Conversion Pay | 2,500.00 | .00 | 2,500.00 | .00 | .00 | .00 | 2,500.00 | 0 | .00 |
| 41055 | Vacation Conversion Pay | 5,000.00 | .00 | 5,000.00 | 3,046.77 | .00 | 3,046.77 | 1,953.23 | 61 | 679.44 |
| 41056 | Management Leave Conversion | 2,000.00 | .00 | 2,000.00 | .00 | .00 | .00 | 2,000.00 | 0 | .00 |
| 41059 | Continuous Service Pay | 15,620.00 | .00 | 15,620.00 | 959.64 | .00 | 5,459.53 | 10,160.47 | 35 | 9,237.89 |
| 41100 | Overtime | | | | | | | | | |
| 41100_001 | Overtime Standard | 150,000.00 | .00 | 150,000.00 | 5,493.35 | .00 | 42,384.49 | 107,615.51 | 28 | 106,703.80 |
| | 41100 - Overtime Totals | \$150,000.00 | \$0.00 | \$150,000.00 | \$5,493.35 | \$0.00 | \$42,384.49 | \$107,615.51 | 28% | \$106,703.80 |
| 42001 | Uniform Allowance | 9,930.00 | .00 | 9,930.00 | 4,575.00 | .00 | 9,700.00 | 230.00 | 98 | 8,455.00 |
| 42002 | Medical Dental Plan | 120,767.00 | .00 | 120,767.00 | 12,013.64 | .00 | 72,142.29 | 48,624.71 | 60 | 151,019.16 |
| 42003 | Vision Insurance | 1,512.00 | .00 | 1,512.00 | 88.48 | .00 | 539.62 | 972.38 | 36 | 1,213.26 |
| 42004 | Long Term Disability Insurance | 3,090.00 | .00 | 3,090.00 | 270.74 | .00 | 1,587.39 | 1,502.61 | 51 | 2,750.85 |
| 42005 | Life Insurance | 1,558.00 | .00 | 1,558.00 | 155.40 | .00 | 570.14 | 987.86 | 37 | 1,493.64 |
| 42006 | SUI | 268.00 | .00 | 268.00 | .00 | .00 | .00 | 268.00 | 0 | 504.20 |
| 42007 | Workers Comp Insurance | 20,691.00 | .00 | 20,691.00 | 1,516.27 | .00 | 9,131.99 | 11,559.01 | 44 | 19,787.12 |
| 42008 | City Liability Insurance | 60,008.00 | .00 | 60,008.00 | 4,270.23 | .00 | 25,644.50 | 34,363.50 | 43 | 30,735.15 |
| 42009 | PERS | 242,077.00 | .00 | 242,077.00 | 17,286.69 | .00 | 110,740.75 | 131,336.25 | 46 | 202,855.40 |
| 42010 | Medicare Tax | 15,381.00 | .00 | 15,381.00 | 1,106.91 | .00 | 6,375.37 | 9,005.63 | 41 | 13,746.65 |
| 42012 | Retiree Health Insurance | 39,315.00 | .00 | 39,315.00 | 2,722.09 | .00 | 17,886.40 | 21,428.60 | 45 | 33,382.79 |



Budget Performance Report

Fiscal Year to Date 12/31/25

Include Rollup Account and Rollup to Object

| Account | Account Description | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|--|-----------------------|-------------------|-----------------------|----------------------------|---------------------|-----------------------|---------------------------|---------------|---------------------|
| Fund 118 - Measure A | | | | | | | | | | |
| EXPENSE | | | | | | | | | | |
| Department 30 - Fire | | | | | | | | | | |
| Division 300 - Operations | | | | | | | | | | |
| 42013 | Deferred Comp | 4,545.00 | .00 | 4,545.00 | 319.88 | .00 | 1,946.82 | 2,598.18 | 43 | 3,248.60 |
| 42014 | Deferred Comp In Lieu | 11,400.00 | .00 | 11,400.00 | 950.00 | .00 | 5,394.64 | 6,005.36 | 47 | 8,821.43 |
| 42016 | Employee Contrib To PERS | (104,425.00) | .00 | (104,425.00) | (7,369.35) | .00 | (47,672.46) | (56,752.54) | 46 | (88,823.99) |
| 42019 | PERS UAL (Unfunded Accrued Liability) | 283,654.00 | .00 | 283,654.00 | 23,638.00 | .00 | 141,828.00 | 141,826.00 | 50 | 250,772.00 |
| 43318 | Professional Services-Debt | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 500.00 |
| 45001 Telephone | | | | | | | | | | |
| 45001_000 | Telephone General | 750.00 | .00 | 750.00 | 60.00 | .00 | 340.71 | 409.29 | 45 | 589.29 |
| 45001 - Telephone Totals | | \$750.00 | \$0.00 | \$750.00 | \$60.00 | \$0.00 | \$340.71 | \$409.29 | 45% | \$589.29 |
| 47065 | Professional Development | 600.00 | .00 | 600.00 | .00 | .00 | .00 | 600.00 | 0 | .00 |
| 47080 | Shoe Allowance | 100.00 | .00 | 100.00 | .00 | .00 | .00 | 100.00 | 0 | .00 |
| 48001 Transfers Out | | | | | | | | | | |
| 48001_090 | Transfers Out Vehicle & Equip Replacement | 555,000.00 | .00 | 555,000.00 | .00 | .00 | 555,000.00 | .00 | 100 | .00 |
| 48001_092 | Transfers Out To Fd240 Fire Safety Cloth&Equip | 445,000.00 | .00 | 445,000.00 | .00 | .00 | 445,000.00 | .00 | 100 | .00 |
| 48001 - Transfers Out Totals | | \$1,000,000.00 | \$0.00 | \$1,000,000.00 | \$0.00 | \$0.00 | \$1,000,000.00 | \$0.00 | 100% | \$0.00 |
| 53026 PNC Lease - Fire Trucks | | | | | | | | | | |
| 53026_001 | PNC Lease - Fire Trucks Interest | 50,160.00 | .00 | 50,160.00 | .00 | 50,159.16 | .00 | .84 | 100 | 53,498.08 |
| 53026_002 | PNC Lease - Fire Trucks Principal | 101,255.00 | .00 | 101,255.00 | .00 | 101,254.68 | .00 | .32 | 100 | 97,915.76 |
| 53026 - PNC Lease - Fire Trucks Totals | | \$151,415.00 | \$0.00 | \$151,415.00 | \$0.00 | \$151,413.84 | \$0.00 | \$1.16 | 100% | \$151,413.84 |
| Division 300 - Operations Totals | | \$2,923,425.00 | \$0.00 | \$2,923,425.00 | \$135,173.00 | \$151,413.84 | \$1,815,856.73 | \$956,154.43 | 67% | \$1,795,614.71 |
| Department 30 - Fire Totals | | \$2,923,425.00 | \$0.00 | \$2,923,425.00 | \$135,173.00 | \$151,413.84 | \$1,815,856.73 | \$956,154.43 | 67% | \$1,795,614.71 |
| Department 40 - Development Services | | | | | | | | | | |
| Division 400 - Planning | | | | | | | | | | |
| 42019 | PERS UAL (Unfunded Accrued Liability) | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 4,284.00 |
| Division 400 - Planning Totals | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$4,284.00 |
| Department 40 - Development Services Totals | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$4,284.00 |
| Department 50 - Municipal Services | | | | | | | | | | |
| Division 500 - Public Facilities | | | | | | | | | | |
| 41001 | Full Time Salaries | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 15,195.95 |
| 41050 | Bilingual Pay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 30.96 |
| 41051 | Confidential Pay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 120.93 |
| 41052 | Educational Incentive | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 16.07 |
| 41055 | Vacation Conversion Pay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 194.48 |
| 41056 | Management Leave Conversion | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 176.18 |
| 41059 | Continuous Service Pay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 345.14 |
| 42002 | Medical Dental Plan | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 2,550.15 |
| 42003 | Vision Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 21.28 |
| 42004 | Long Term Disability Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 61.35 |



Budget Performance Report

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Include Rollup Account and Rollup to Object

| Account | Account Description | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|--|-----------------|-------------------|-----------------|----------------------------|------------------|------------------|---------------------------|---------------|--------------------|
| Fund 118 - Measure A | | | | | | | | | | |
| EXPENSE | | | | | | | | | | |
| Department 50 - Municipal Services | | | | | | | | | | |
| Division 500 - Public Facilities | | | | | | | | | | |
| 42005 | Life Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 28.91 |
| 42007 | Workers Comp Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 121.43 |
| 42008 | City Liability Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 455.21 |
| 42009 | PERS | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 2,837.63 |
| 42010 | Medicare Tax | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 226.73 |
| 42012 | Retiree Health Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 428.53 |
| 42013 | Deferred Comp | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 323.94 |
| 42014 | Deferred Comp In Lieu | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 396.84 |
| 42016 | Employee Contrib To PERS | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | (1,413.83) |
| 42019 | PERS UAL (Unfunded Accrued Liability) | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 2,484.00 |
| 45001 | Telephone | | | | | | | | | |
| 45001_000 | Telephone General | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 80.04 |
| | 45001 - Telephone Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$80.04 |
| 46000 | Auto Allowance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 70.71 |
| | Division 500 - Public Facilities Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$24,752.63 |
| | Department 50 - Municipal Services Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$24,752.63 |
| Department 60 - Parks | | | | | | | | | | |
| Division 600 - Maintenance | | | | | | | | | | |
| 41001 | Full Time Salaries | 152,814.00 | .00 | 152,814.00 | 12,283.78 | .00 | 75,081.99 | 77,732.01 | 49 | 85,136.03 |
| 41050 | Bilingual Pay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 30.96 |
| 41051 | Confidential Pay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 120.93 |
| 41052 | Educational Incentive | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 16.07 |
| 41053 | Sick Leave Conversion Pay | 500.00 | .00 | 500.00 | .00 | .00 | .00 | 500.00 | 0 | .00 |
| 41054 | Stand By Wages | 500.00 | .00 | 500.00 | .00 | .00 | 609.10 | (109.10) | 122 | 1,216.17 |
| 41055 | Vacation Conversion Pay | 2,500.00 | .00 | 2,500.00 | .00 | .00 | .00 | 2,500.00 | 0 | 240.03 |
| 41056 | Management Leave Conversion | 500.00 | .00 | 500.00 | .00 | .00 | .00 | 500.00 | 0 | 176.18 |
| 41059 | Continuous Service Pay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 450.56 |
| 41100 | Overtime | | | | | | | | | |
| 41100_001 | Overtime Standard | 500.00 | .00 | 500.00 | .00 | .00 | 432.41 | 67.59 | 86 | 620.49 |
| | 41100 - Overtime Totals | \$500.00 | \$0.00 | \$500.00 | \$0.00 | \$0.00 | \$432.41 | \$67.59 | 86% | \$620.49 |
| 42002 | Medical Dental Plan | 46,872.00 | .00 | 46,872.00 | 2,109.18 | .00 | 11,892.31 | 34,979.69 | 25 | 14,935.59 |
| 42003 | Vision Insurance | 648.00 | .00 | 648.00 | 15.08 | .00 | 85.63 | 562.37 | 13 | 133.30 |
| 42004 | Long Term Disability Insurance | 573.00 | .00 | 573.00 | 55.28 | .00 | 313.85 | 259.15 | 55 | 316.75 |
| 42005 | Life Insurance | 289.00 | .00 | 289.00 | 31.62 | .00 | 113.02 | 175.98 | 39 | 183.03 |
| 42006 | SUI | 89.00 | .00 | 89.00 | .00 | .00 | .00 | 89.00 | 0 | 119.00 |
| 42007 | Workers Comp Insurance | 4,417.00 | .00 | 4,417.00 | 344.92 | .00 | 2,153.09 | 2,263.91 | 49 | 2,077.18 |
| 42008 | City Liability Insurance | 11,629.00 | .00 | 11,629.00 | 908.00 | .00 | 5,665.83 | 5,963.17 | 49 | 3,396.13 |



Budget Performance Report

Fiscal Year to Date 12/31/25

Include Rollup Account and Rollup to Object

| Account | Account Description | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|--|---------------------|-------------------|---------------------|----------------------------|------------------|---------------------|---------------------------|---------------|----------------------|
| Fund 118 - Measure A | | | | | | | | | | |
| EXPENSE | | | | | | | | | | |
| Department 60 - Parks | | | | | | | | | | |
| Division 600 - Maintenance | | | | | | | | | | |
| 42009 | PERS | 26,697.00 | .00 | 26,697.00 | 2,146.00 | .00 | 13,116.97 | 13,580.03 | 49 | 15,234.60 |
| 42010 | Medicare Tax | 2,281.00 | .00 | 2,281.00 | 175.55 | .00 | 1,089.18 | 1,191.82 | 48 | 1,249.78 |
| 42012 | Retiree Health Insurance | 3,056.00 | .00 | 3,056.00 | 245.68 | .00 | 1,501.67 | 1,554.33 | 49 | 1,850.67 |
| 42013 | Deferred Comp | 764.00 | .00 | 764.00 | .00 | .00 | .00 | 764.00 | 0 | 405.96 |
| 42014 | Deferred Comp In Lieu | .00 | .00 | .00 | 475.00 | .00 | 2,612.50 | (2,612.50) | +++ | 488.57 |
| 42016 | Employee Contrib To PERS | (13,753.00) | .00 | (13,753.00) | (1,105.58) | .00 | (6,561.33) | (7,191.67) | 48 | (7,717.81) |
| 42019 | PERS UAL (Unfunded Accrued Liability) | 53,790.00 | .00 | 53,790.00 | 4,483.00 | .00 | 26,898.00 | 26,892.00 | 50 | 7,542.00 |
| 43155 | Physicals, Shots & Psychological | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 49.00 |
| 45001 | Telephone | | | | | | | | | |
| 45001_000 | Telephone General | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 97.39 |
| | 45001 - Telephone Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$97.39 |
| 46000 | Auto Allowance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 109.29 |
| 47080 | Shoe Allowance | .00 | .00 | .00 | .00 | .00 | 555.21 | (555.21) | +++ | .00 |
| 49006 | Salary Credits From Other Departments | .00 | .00 | .00 | .00 | .00 | (812.88) | 812.88 | +++ | (39,975.79) |
| | Division 600 - Maintenance Totals | \$294,666.00 | \$0.00 | \$294,666.00 | \$22,167.51 | \$0.00 | \$134,746.55 | \$159,919.45 | 46% | \$88,502.06 |
| | Department 60 - Parks Totals | \$294,666.00 | \$0.00 | \$294,666.00 | \$22,167.51 | \$0.00 | \$134,746.55 | \$159,919.45 | 46% | \$88,502.06 |
| Department 61 - Recreation | | | | | | | | | | |
| Division 620 - Recreation Administration | | | | | | | | | | |
| 41001 | Full Time Salaries | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 55,085.02 |
| 41050 | Bilingual Pay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 724.73 |
| 41051 | Confidential Pay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 120.93 |
| 41052 | Educational Incentive | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 709.84 |
| 41055 | Vacation Conversion Pay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 631.31 |
| 41056 | Management Leave Conversion | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 1,295.03 |
| 41059 | Continuous Service Pay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 521.68 |
| 41300 | Salary/Benefit Transfer from | | | | | | | | | |
| 41300_011 | Salary/Benefit Transfer from FD 270-ASES Grant | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | (13,667.44) |
| | 41300 - Salary/Benefit Transfer from Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | (\$13,667.44) |
| 42002 | Medical Dental Plan | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 11,074.63 |
| 42003 | Vision Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 73.41 |
| 42004 | Long Term Disability Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 222.96 |
| 42005 | Life Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 119.85 |
| 42007 | Workers Comp Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 299.04 |
| 42008 | City Liability Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 1,341.43 |
| 42009 | PERS | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 10,124.67 |
| 42010 | Medicare Tax | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 832.45 |
| 42012 | Retiree Health Insurance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 1,450.48 |



Budget Performance Report

Fiscal Year to Date 12/31/25

Include Rollup Account and Rollup to Object

| Account | Account Description | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|--|------------------|-------------------|------------------|----------------------------|------------------|------------------|---------------------------|---------------|------------------|
| Fund 118 - Measure A | | | | | | | | | | |
| EXPENSE | | | | | | | | | | |
| Department 61 - Recreation | | | | | | | | | | |
| Division 620 - Recreation Administration | | | | | | | | | | |
| 42013 | Deferred Comp | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 870.93 |
| 42014 | Deferred Comp In Lieu | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 1,618.39 |
| 42016 | Employee Contrib To PERS | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | (5,144.64) |
| 42019 | PERS UAL (Unfunded Accrued Liability) | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 9,342.00 |
| 45001 | Telephone | | | | | | | | | |
| 45001_000 | Telephone General | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 234.32 |
| | 45001 - Telephone Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$234.32 |
| 46000 | Auto Allowance | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 70.71 |
| | Division 620 - Recreation Administration Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$77,951.73 |
| | Department 61 - Recreation Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$77,951.73 |
| | EXPENSE TOTALS | \$8,682,943.00 | \$35,767.00 | \$8,718,710.00 | \$542,314.83 | \$151,413.84 | \$5,200,139.15 | \$3,367,157.01 | 61% | \$6,478,635.12 |
| Fund 118 - Measure A Totals | | | | | | | | | | |
| | REVENUE TOTALS | 6,687,141.00 | .00 | 6,687,141.00 | .00 | .00 | 1,665,181.58 | 5,021,959.42 | 25% | 6,711,529.50 |
| | EXPENSE TOTALS | 8,682,943.00 | 35,767.00 | 8,718,710.00 | 542,314.83 | 151,413.84 | 5,200,139.15 | 3,367,157.01 | 61% | 6,478,635.12 |
| | Fund 118 - Measure A Totals | (\$1,995,802.00) | (\$35,767.00) | (\$2,031,569.00) | (\$542,314.83) | (\$151,413.84) | (\$3,534,957.57) | \$1,654,802.41 | | \$232,894.38 |
| Grand Totals | | | | | | | | | | |
| | REVENUE TOTALS | 6,687,141.00 | .00 | 6,687,141.00 | .00 | .00 | 1,665,181.58 | 5,021,959.42 | 25% | 6,711,529.50 |
| | EXPENSE TOTALS | 8,682,943.00 | 35,767.00 | 8,718,710.00 | 542,314.83 | 151,413.84 | 5,200,139.15 | 3,367,157.01 | 61% | 6,478,635.12 |
| | Grand Totals | (\$1,995,802.00) | (\$35,767.00) | (\$2,031,569.00) | (\$542,314.83) | (\$151,413.84) | (\$3,534,957.57) | \$1,654,802.41 | | \$232,894.38 |



Balance Sheet

Through 12/31/25

Detail Listing

Include Rollup Account/Rollup to Object

| Account | Account Description | Current YTD Balance | Prior Year Total Actual | Net Change | Change % |
|---------------|---|------------------------|----------------------------|-------------------------|------------------|
| Fund Category | General Fund | | | | |
| Fund Type | | | | | |
| Fund | 118 - Measure A | | | | |
| | ASSETS | | | | |
| 11000 | Cash | 1,977,566.01 | 4,538,435.08 | (2,560,869.07) | (56.43) |
| 13000 | Accounts Receivable | | | | |
| 13000_007 | Accounts Receivable Accts Rec-Yr End Rev Accrual | .00 | 1,112,837.56 | (1,112,837.56) | (100.00) |
| | 13000 - Accounts Receivable Totals | \$0.00 | \$1,112,837.56 | (\$1,112,837.56) | (100.00%) |
| 18012 | Prepaid Asset | 1,755,110.30 | 1,755,110.30 | .00 | .00 |
| | ASSETS TOTALS | \$3,732,676.31 | \$7,406,382.94 | (\$3,673,706.63) | (49.60%) |
| | LIABILITIES AND FUND EQUITY | | | | |
| | LIABILITIES | | | | |
| 21000 | Accounts Payable | .00 | 2,471.98 | (2,471.98) | (100.00) |
| 22004 | Salaries Payable | .00 | 133,243.99 | (133,243.99) | (100.00) |
| 23000 | Due To | (3,033.09) | .00 | (3,033.09) | +++ |
| | LIABILITIES TOTALS | (\$3,033.09) | \$135,715.97 | (\$138,749.06) | (102.23%) |
| | FUND EQUITY | | | | |
| 29000 | Fund Balance - General Fund | 7,037,772.59 | 7,037,772.59 | .00 | .00 |
| | FUND EQUITY TOTALS Prior to Current Year Changes | \$7,037,772.59 | \$7,037,772.59 | \$0.00 | 0.00% |
| | Prior Year Fund Equity Adjustment | (232,894.38) | .00 | | |
| | Fund Revenues | (1,665,181.58) | (6,711,529.50) | | |
| | Fund Expenses | 5,200,139.15 | 6,478,635.12 | | |
| | FUND EQUITY TOTALS | \$3,735,709.40 | \$7,270,666.97 | (\$3,534,957.57) | (48.62%) |
| | LIABILITIES AND FUND EQUITY TOTALS | \$3,732,676.31 | \$7,406,382.94 | (\$3,673,706.63) | (49.60%) |
| | Fund 118 - Measure A Totals | \$0.00 | \$0.00 | \$0.00 | +++ |
| | Fund Type Totals | \$0.00 | \$0.00 | \$0.00 | +++ |
| | Fund Category General Fund Totals | \$0.00 | \$0.00 | \$0.00 | +++ |
| | Grand Totals | \$0.00 | \$0.00 | \$0.00 | +++ |

Full Time Employee's Funded by Measure A - General

Fiscal Year 2025-2026

As of 09/30/2025

Police

| <u>Qty.</u> | <u>Position</u> | |
|-------------|---|----|
| 1 | Public Affairs Analyst | 1 |
| 1 | Public Safety Business Analyst | 1 |
| 1 | Police Support Operations Manager | 1 |
| 1 | Public Safety Communication Supervisors | 1 |
| 1 | Police Lieutenant | 1 |
| 1 | Community Service Officer I | 1 |
| 1 | Community Service Officer II | 1 |
| 1 | Code Enforcement Supervisor | 1 |
| 2 | Code Enforcement Officer | 2 |
| 12 | Police Officer I | 12 |
| 1 | Code Compliance Technician | 1 |
| 23 | | |

Fire

| <u>Qty.</u> | <u>Position</u> | |
|-------------|---------------------------------|--|
| 1 | Fire Division Chief - Training | |
| 3 | Fire Engineer | |
| 3 | Firefighter | |
| 1 | Fire Prevention Inspector | |
| 1 | Fire Operations Support Analyst | |
| 9 | | |

Municipal Services

| <u>Qty.</u> | <u>Position</u> | |
|-------------|----------------------|--|
| 3 | Maintenance Worker I | |
| 3 | | |

Total Full Time Employees Measure A General: 35

Full Time Employee's Funded by Measure A - Roads

Fiscal Year 2025-2026

Roads

| <u>Qty.</u> | <u>Position</u> | |
|-------------|----------------------------|--|
| 1 | Construction Inspector Sr. | |
| 1 | | |

Total Full Time Employees Measure A Roads: 1

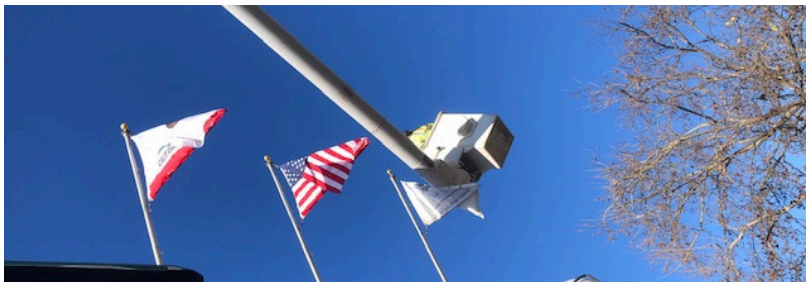
Total Full Time Employees Measure A - General and Roads 36

MUNICIPAL SERVICES



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

CITY MANAGER'S MONTHLY REPORT FEBRUARY 10, 2026



LEADERGOV

TEAM DECISION MAKING

The Municipal Services Department continued its integration of LeaderGov principles this month, focusing on Team Decision Making. The session emphasized asking the right questions before decisions are made, aligning roles and expectations during implementation, and maintaining professionalism once decisions are finalized. Practical scenarios highlighted cross-departmental coordination, communication under time constraints, and strategies to ensure diverse perspectives are considered while still acting efficiently.



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

Ayala, Charles - Water Treatment Plant Operator I
Ceja-Perez - Nahomy - P/T Recreation Worker
Reyes Garcia, Uriel - Instrument & Control Tech, Sr
Torres Iniguez, Ivan - Maintenance Worker I

FLEET

Fleet has been focused on vehicle readiness, equipment deployment, performance tracking, and planning for the upcoming fiscal year. Staff continue to manage a high volume of safety recalls issued by Ford affecting City-owned vehicles, which has delayed placement of some units into service due to limited parts availability. Staff have also responded to numerous inquiries related to next year's budget and continued cleanup of surplus inventory, including sale items that were delayed during the holiday period.



Equipment deployment progressed across multiple divisions. Two new tractors have been placed into service to support Parks' storm pond operations, with additional mower tractors supporting Parks, Assessments, and Pedretti. Electric fleet deployment is ongoing, with two electric vans ready for service pending CHP inspections and recall clearance. Two additional electric vans are expected once dealership coordination is finalized and will require equipment installation, CHP inspection, and completion of recall work prior to entering service.

Transit fleet updates include seven new cutaway buses anticipated by the end of the month. These vehicles will require equipment installation and CHP inspection before entering service. In preparation for future compliance, Storer has submitted payment for the 2026 terminal inspection, during which CHP will inspect vehicles and review required records.

Public Safety fleet additions are also underway, with several police vehicles expected to be built by Ford in January and delivered thereafter. Upon arrival, emergency equipment will be installed, with buildouts completed by Fleet staff and Lehr as appropriate.



FLEET, CONT'D

Fleet has been utilizing the new fleet management software for nine months and has completed 3,748 service work orders during that period. Since implementation, the balance of preventive maintenance versus repair work orders has steadily improved. In April, the majority of work orders were repair-related, while by December the workload had reached nearly a 50/50 split, even with the holiday period being primarily repair-focused. This shift reflects significant progress toward improving equipment reliability and keeping City crews operational.

MAINTENANCE

Last month, Streets, Parks, Facilities, and Assessment crews continued extensive maintenance, cleanup, and storm response efforts citywide.



In the Streets Department, the patch truck repaired 2,410 potholes, while the leaf crew removed approximately 372.31 tons of leaves from roadways. Crews began pruning crape myrtle trees along Tuolumne and Minnesota and started work along North Walnut. Stump removal activities began on Canal, and staff pruned tree limbs away from stop signs at various locations to maintain visibility. Lexington Road, an unpaved roadway, was maintained with holes filled and leveled using road base.

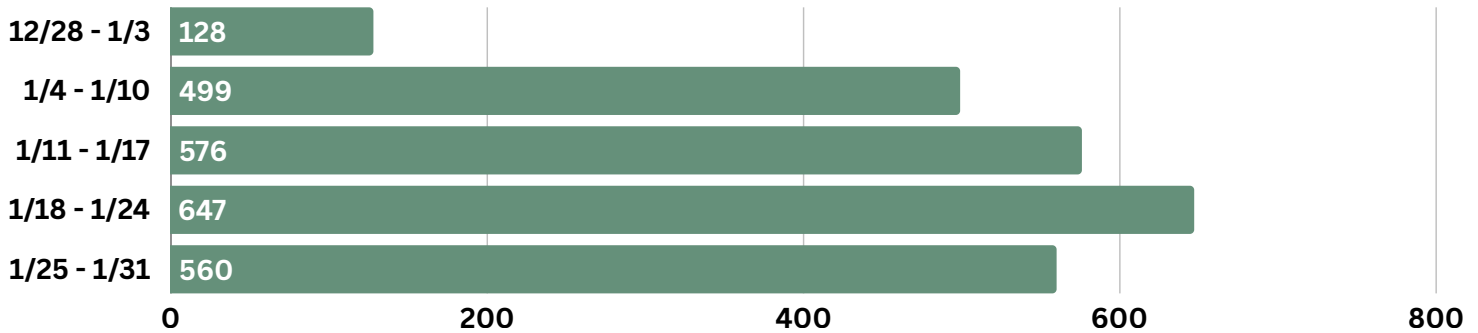
Sports Complex crews focused on landscape cleanup at Pedretti, including the park-and-ride lots, with debris removal and leaf blowing throughout the park. Similar cleanup efforts were completed at the TRSC, Curt Andre Park, and Brad Bates Park.

Parks crews raised the canopies on 19 trees across Walnut/Duquesne Pond, Walnut Basin, and Tuolumne/Hampton Pond. Leaf removal and mowing were completed at Crane Park, as well as at Quincy/Clara and Quincy/Hawkeye ponds. Crews finalized the list of sidewalk defects to be addressed by Precision Concrete Cutting and began compiling a list of BBQ units requiring replacement. Remaining storm cleanup, including limb pickup, was completed at Summerfaire, Donnelly, Centennial, Four Seasons, Markley, and Pinkney Parks.



MAINTENANCE, CONT'D

POTHOLES FILLED IN JANUARY



Buildings and Facilities staff patched a hole in the concrete at the Central Park bus stop, cleaned weeds and grass at bus stops #209 and #210, pruned crape myrtle trees at Transit, and completed leaf blowing and pickup. Additional work included buffing floors at the Senior Center, replacing flags, installing a new glass countertop at City Hall, gluing wood paneling and adjusting the ice machine at the Public Safety Facility, and cleaning the pool at Columbia. Crews also removed a shopping cart and debris from Well #40 and worked with Champion to escort and clear VAV units at the Police Department.

Assessment crews pruned Springer Islands, Glenwood Wall, and 15 Chinese pistache trees along Golden Oak. Crews performed leaf blowing at Christoffersen walls, paseos, bike paths, Geer Road, Walnut, Monte Vista, and Crowell walls, and serviced trash and dog waste stations.

RECREATION

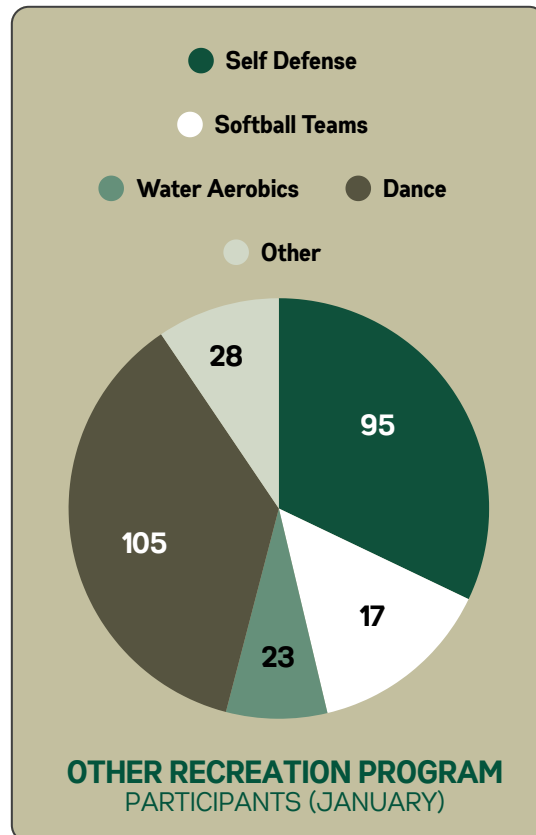
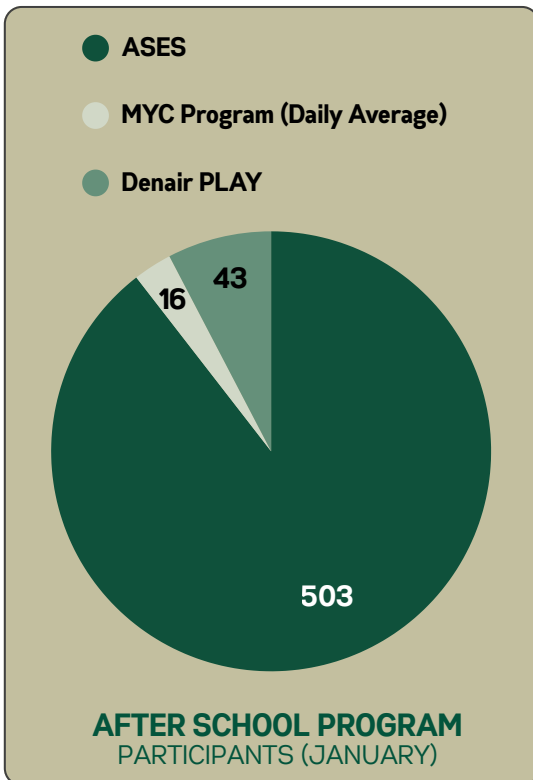
Recreation programming, facility improvements, and grant-related activities continued to progress in preparation for upcoming seasons and fiscal year planning. Staff are preparing for the next cycle of the Community Events and Activities Grant, which will support events occurring during the upcoming fiscal year from July 1, 2026 through June 30, 2027. Applications will be accepted during the month of February, with the review and recommendation process beginning with the Parks, Arts and Recreation Commission in March.

Recreation staff also presented as part of the CDBG application process for 2026/27.



RECREATION, CONT'D

Late winter and early spring programming is beginning to ramp up. Self Defense classes started this month, with Dance programs launching soon. Registrations continue to come in for a variety of spring activities, including Tiny Tots, T-Ball, Adult Softball, Pickleball, Water Aerobics, Lego Robotics, Private Swim Lessons, Disc Golf, Youth Water Polo, and Parents' Day Out. Progress is also being made on facility improvement projects at the Senior Center and Marty Yerby. Staff, seniors, and youth participants at are looking forward to the completion of these projects.



SPECIAL EVENTS
JANUARY 24 - 25:
 TURLOCK SWAP MEET
JANUARY 31:
 KAYLA BERNARDI
 BEE POSITIVE FUN RUN

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

SCAN HERE FOR MORE INFORMATION ON RECREATION PROGRAMS!



ENGINEERING

Capital improvement projects and grant activity continued to advance across multiple initiatives. The City was awarded a "Powering Our Communities" grant from TID, providing financial support for lighting improvements at the Montana Park Phase II project.



Several capital projects reached key milestones. The CP 21-003 Fulkerth Road Widening project was awarded to Hensley's Paving on January 13, 2026. The CP 24-004 For CP 25-041 City Utility Trench Repair 2025, the contractor has completed compaction of native material at all trench sites and is working through remaining locations. Asphalt is currently unavailable for sourcing, and contract time will be suspended until hot mix asphalt becomes readily available. The project remains on track for on-time completion once paving materials are available.

Progress continues on facility improvements at the Senior Center and Marty Yerby Recreational Facility. Restroom renovations at the Senior Center have been completed, while work continues on restroom improvements at the Marty Yerby building. The Senior Center roof is anticipated to be completed by next week,

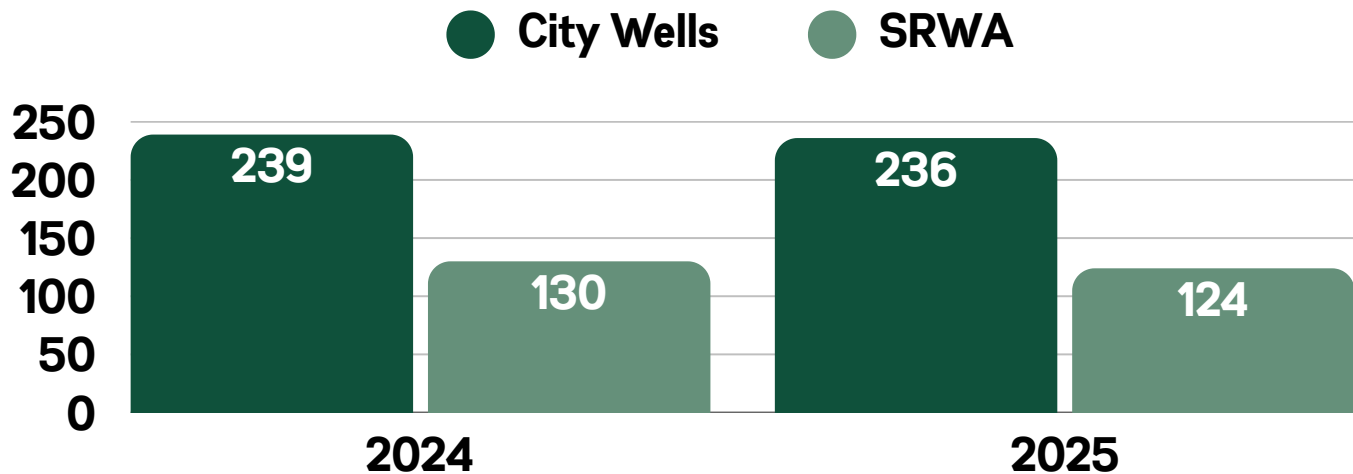
weather permitting. For CP 25-064 Senior Center Parking Lot Improvements, proposals have been received from two consultants on retainer, a service request has been executed.

Additional project coordination and planning efforts are underway. A Notice of Completion for CP 21-033, Slurry Seals, is planned for the February 10, 2026 City Council meeting. Topographic surveying has begun for the Morgan Ranch Lift Station project. At the Main and Tegner Intersection Improvements project, the contractor has installed a 12-inch domestic water undercrossing and has begun installation of a 42-inch TID irrigation line and a 24-inch sewer line, as well as some traffic signal improvements.



STANISLAUS REGIONAL WATER AUTHORITY (SRWA)

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



| WATER PRODUCTION | |
|---|--|
| December 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 | 93 Million gallons of water was delivered |
| CITY OF TURLOCK | 124 Million gallons of water was delivered |
| ZERO POSITIVE SYSTEM BACTI SAMPLES | |

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

UTILITIES

During the month of January, the Utilities Division completed a high volume of administrative reviews, system monitoring, and field operations. Staff completed a total of 23 Bluebeam and plan checks and processed 412 USA markings. EP checks and repairs totaled 48, with servicing completed at four sewer lift stations. Meter reading activity included 721 reads, along with 32 water waster investigations and 12 occupancy inspections. Staff also responded to six reported water leaks and flushed various blow-offs throughout the system.



UTILITIES, CONT'D

Field work and notable activities included , installing multiple City cleanouts, replacing sewer laterals, and repairing a sewer main line. During one lateral inspection, staff discovered and cleared a significant root obstruction, with the City-side infrastructure confirmed to be in good condition.

Additional work included collecting Bac-T and water samples, completing a non-potable water tie-in, replacing water service lines, and troubleshooting meters. Staff performed several hot taps, including a new fire service connection, a large water service connection, and multiple additional service connections of varying sizes.

Other completed work included replacing a leaking fire hydrant, replacing leaking water services, relocating a water service due to tampering and access issues related to delinquency, exercising valves in preparation for an intersection project, and continuing routine servicing of sewer lift stations to maintain system reliability.



ROADS PROGRAM

Street rehabilitation work continued along Arbor Way, with crews completing grading operations following base pulverization across multiple segments of the corridor. Activities included fine grading, windrow removal, moisture conditioning, and rolling to establish proper cross slope and elevation. Final compaction was completed in select areas, including at the Edward Drive intersection, as crews prepared the roadway for the next phase of construction. Work progressed efficiently with coordinated use of graders, rollers, reclaimers, and water support to achieve uniform surface conditions and ensure readiness for paving operations.





WATER QUALITY CONTROL

Laboratory and compliance activities remained a priority, with the laboratory successfully completing its on-site ELAP assessment on December 30, 2025. This assessment is a critical requirement for maintaining accreditation for regulatory reporting. Staff preparation and performance during the audit were strong, positioning the laboratory well to complete any required corrective actions and proceed with accreditation renewal once the final assessment report is issued.

Operational efforts focused on system reliability and project advancement. Significant progress was made on Clarifier No. 4, with all machined stainless-steel components completed and ready for installation. Repairs and preventive maintenance were completed on key treatment systems, including the Flotator No. 1 pressurization tank, acid phase transfer pumps, and Boiler No. 3. Staff also continued coordination with Carollo on the VT SCADA cut-over to support future system integration and operational efficiency. Biosolids operations remained on schedule, with staff continuing to move dry solids into bunker storage in preparation for hauling and land application.



Maintenance activities addressed critical infrastructure needs across the system. Targeted maintenance was completed at storm stations, sewer assets, and wells to restore reliability and resolve equipment issues. Electrical and control system troubleshooting was completed at multiple facilities, reducing pump cycling and minimizing unplanned outages.

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.



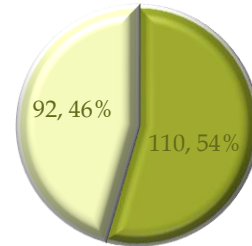
PLANNING

CITY MANAGER'S MONTHLY REPORT
JANUARY 2026

BUILDING DIVISION

287 BUILDING INSPECTIONS
PERFORMED IN JANUARY

PERMIT STATS



■ PERMITS ISSUED
■ PERMITS COMPLETED

BUILDING PERMITS APPLIED FOR

OVER THE COUNTER PROJECTS, 67

PLAN CHECK
PROJECTS, 20

MIN...
REV...
PRO...
9

WHAT'S
NEW?

BUILDING SUBMITTALS FOR PHASE III
OF PINK DOOR STORAGE WERE
RECEIVED INCLUDING STORAGE
BUILDING E AND 11 RV CARPORTS.

BARNES AND NOBLE TENANT
IMPROVEMENT SUBMITTED FOR
PLAN REVIEW

PLANNING DIVISION

- Teddie Hernandez joined the Planning Division as Principal Planner.
- The Planning Division hosted 7 Predevelopment meetings.



**COORDINATED & HOSTED 7
PREDEVELOPMENT MEETINGS**

BUSINESS PERMITS APPLIED FOR

| BUSINESS ADDRESS | BUSINESS TYPE | BUSINESS NAME |
|-------------------------|---|--------------------------------|
| 115 W MAIN ST | ZONING CERTIFICATE/OCCUPANCY INSPECTION | VIVIS BOUTIQUE |
| | HOME OCCUPATION PERMIT | CaliSafe Home Inspections |
| | HOME OCCUPATION PERMIT | BODY CONCEPTS |
| | HOME OCCUPATION PERMIT | KAT'S KAKE |
| 1801 COLORADO AVE 280 | ZONING CERTIFICATE/OCCUPANCY INSPECTION | ISHAYA DENTAL CORP |
| 200 N BROADWAY C | ZONING CERTIFICATE/OCCUPANCY INSPECTION | TURLOCK MUSIC ACADEMY |
| 202 W MAIN ST 207 | ZONING CERTIFICATE/OCCUPANCY INSPECTION | FRIENDS AND FAMILY |
| | HOME OCCUPATION PERMIT | Professional Lumper Service |
| | HOME OCCUPATION PERMIT | Card Dogs Trading LLC |
| | HOME OCCUPATION PERMIT | CORDOVA CONSULTING |
| | HOME OCCUPATION PERMIT | Safari Lawn Care |
| | HOME OCCUPATION PERMIT | EMERALD AUTOMATION LLC |
| | HOME OCCUPATION PERMIT | BORJON AND SONS LANDSCAPING |
| | HOME OCCUPATION PERMIT | Pretty Porch Design Co. LLC |
| 327 LANDER AVE | ZONING CERTIFICATE/OCCUPANCY INSPECTION | TAXPRO ADVANTAGE INC. |
| | HOME OCCUPATION PERMIT | Bella's Bouquets |
| | HOME OCCUPATION PERMIT | GLIMMER GIRLS |
| | HOME OCCUPATION PERMIT | Traveling Pages LLC |
| 529 N GOLDEN STATE BLVD | ZONING CERTIFICATE/OCCUPANCY INSPECTION | NS NAIL SUPPLY CO |
| | HOME OCCUPATION PERMIT | Hopkins Investigative Services |
| | HOME OCCUPATION PERMIT | SOUZA APPRAISAL SERVICES |
| | HOME OCCUPATION PERMIT | VOICE 4 KIDZ |

Payment Register

From Payment Date: 1/16/2026 - To Payment Date: 1/22/2026

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|-----------------------|-------------------------|--------|-------------|---|------------------|-------------------------------------|-----------------------|----------------------|------------|
| AP - Accounts Payable | | | | | | | | | |
| Check | | | | | | | | | |
| 152089 | 01/16/2026 | Open | | | Accounts Payable | A-Z BUS SALES INC | \$400,919.32 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | INVSAC 40997a | | 11/21/2025 | 22484 Purchase 2024 Ford E-Transit 350 MR Battery Electric Vans | | \$200,459.66 | | | |
| | INVSAC 41000a | | 11/21/2025 | 22483 Purchase 2024 Ford E-Transit 350 MR Battery Electric Vans | | \$200,459.66 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 426 - Transit | | | 426.11000 (Cash) | | \$400,919.32 | | | |
| 152090 | 01/22/2026 | Open | | | Accounts Payable | Air Instrumentation of California | \$971.13 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 0021114 | | 11/14/2025 | MSA XCELL SENSOR | | \$971.13 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$971.13 | | | |
| 152091 | 01/22/2026 | Open | | | Accounts Payable | AMERICA'S AUTO GLASS | \$214.64 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 00006823 | | 01/07/2026 | ST04-7046 DRIVERS SIDE GLASS INSTALL | | \$214.64 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 217 - Streets - Gas Tax | | | 217.11000 (Cash) | | \$214.64 | | | |
| 152092 | 01/22/2026 | Open | | | Accounts Payable | AMERICAN WATER WORKS ASSOCIATION | \$1,493.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | SO273835 | | 11/19/2025 | SRWA - AWWA Membership Deepak Saini 3576878 | | \$113.00 | | | |
| | SO271971 | | 11/13/2025 | SRWA - AWWA Partnership 3/01/2026 - 2/28/2027 | | \$1,380.00 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 450 - SRWA - Operations | | | 450.11000 (Cash) | | \$113.00 | | | |
| | 950 - SRWA - JPA | | | 950.11000 (Cash) | | \$1,380.00 | | | |
| 152093 | 01/22/2026 | Open | | | Accounts Payable | AMERINATN'L COMM SERVICE | \$1,005.90 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | LPM-25-002593 | | 12/31/2025 | Loan Service Provider FY 2025-26- December 2025 | | \$1,005.90 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 255 - CDBG | | | 255.11000 (Cash) | | \$1,005.90 | | | |
| 152094 | 01/22/2026 | Open | | | Accounts Payable | ASSOC RIGHT OF WAY SERV | \$453.75 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 000000023810 | | 10/31/2025 | SR01, 25-044 Well 3 GAC and Arsenic Treatment- 10/31/25 | | \$453.75 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 422 - Well Remediation | | | 422.11000 (Cash) | | \$453.75 | | | |
| 152095 | 01/22/2026 | Open | | | Accounts Payable | AT&T Corp | \$587.98 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 3400589012 | | 12/11/2025 | SRWA - JPA, Surface Water, Operations - Internet Access Dec 2025 | | \$587.98 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 950 - SRWA - JPA | | | 950.11000 (Cash) | | \$587.98 | | | |
| 152096 | 01/22/2026 | Open | | | Accounts Payable | AT&T/SBC | \$31.76 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | PD 1/7/26 | | 01/07/2026 | Acct# 234 371-3447 543 0/ Police Dept | | \$31.76 | | | |

Payment Register

From Payment Date: 1/16/2026 - To Payment Date: 1/22/2026

| 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) | | | \$31.76 | | |
| 152097 | 01/22/2026 | Open | | | Accounts Payable | BARTH ROOFING COMPANY INC | \$108,062.50 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | | | | 11/30/2025 | 24-004 WQC Admin Building Reroof-11/30/25 | | \$108,062.50 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | | \$54,031.25 | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$54,031.25 | | |
| 152098 | 01/22/2026 | Open | | | Accounts Payable | BENDER ROSENTHAL, INC. | \$1,500.00 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | | | | 12/26/2025 | SR01, 21-001 Transit Operations Facility Project | | \$1,500.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 426 - Transit | | | 426.11000 (Cash) | | | \$1,500.00 | | |
| 152099 | 01/22/2026 | Open | | | Accounts Payable | Big Jay's Tires Inc DBA Jay's Tires | \$149.95 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | | | | 01/14/2026 | POL19-1351 alignment | | \$149.95 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 505 - Fleet | | | 505.11000 (Cash) | | | \$149.95 | | |
| 152100 | 01/22/2026 | Open | | | Accounts Payable | BSK & ASSOCIATES | \$4,762.75 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | | | | 12/31/2025 | SR06, 21-043 John Lazar Park-12/31/25 | | \$4,762.75 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 228 - Park Development Tax | | | 228.11000 (Cash) | | | \$4,762.75 | | |
| 152101 | 01/22/2026 | Open | | | Accounts Payable | CALIFORNIA RURAL WATER ASSOCIATION | \$1,745.00 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | | | | 01/01/2026 | January 2026-January 2027 Annual CRWA Membership | | \$1,745.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$1,745.00 | | |
| 152102 | 01/22/2026 | Open | | | Accounts Payable | CALIFORNIA WATER EFFICIENCY | \$4,056.80 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | | | | 01/01/2026 | CalWEP Dues | | \$4,056.80 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$4,056.80 | | |
| 152103 | 01/22/2026 | Open | | | Accounts Payable | CANINE TACTICAL OPERATIONS + CONSULTING | \$2,100.00 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | | | | 01/07/2026 | K-9 SKIDDS/CATS, 2/16 -2/18, MODESTO-MDIAZ, DANTHIENY, BCONRAD | | \$2,100.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$2,100.00 | | |
| 152104 | 01/22/2026 | Open | | | Accounts Payable | CENTRALSQUARE TECHNOLOGIES, LLC | \$4,637.10 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | | | | 12/29/2025 | CAD TO EXTERNAL INTERFACE - FIRSTDUE PROJECT | | \$4,637.10 | | |

Payment Register

From Payment Date: 1/16/2026 - To Payment Date: 1/22/2026

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|--|--------|-------------|----------------------------|---|---|-----------------------|----------------------|------------|
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 116 - Special Public Safety | | | 116.11000 (Cash) | | | \$4,637.10 | | |
| 152105 | 01/22/2026 | Open | | | Accounts Payable | CHAMPION INDUSTRIAL | \$29,325.00 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | | | | 09/30/2025 | 25-039 Replace AC Unit at Raw Sewage Pump Station No. 1 | | \$29,325.00 | | |
| | Payment 1 | | | | | | | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | | \$29,325.00 | | |
| 152106 | 01/22/2026 | Open | | | Accounts Payable | Chemtrade Chemicals Corp DBA Chemtrade Chemicals | \$4,224.49 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | | | | 01/09/2026 | SRWA SUPPLY AND DELIVERY OF Aluminum Sulfate 1.09.26 | | \$4,224.49 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 450 - SRWA - Operations | | | 450.11000 (Cash) | | | \$4,224.49 | | |
| 152107 | 01/22/2026 | Open | | | Accounts Payable | CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2 | \$80.79 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | | | | 01/09/2026 | SRWA Medical Supplies 1.09.26 | | \$80.79 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 450 - SRWA - Operations | | | 450.11000 (Cash) | | | \$80.79 | | |
| 152108 | 01/22/2026 | Open | | | Accounts Payable | CITY OF MODESTO | \$32,643.83 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | | | | 01/02/2026 | FIRE ADMINISTRATIVE SERVICES - JAN 2026 | | \$32,643.83 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$32,643.83 | | |
| 152109 | 01/22/2026 | Open | | | Accounts Payable | Cumulus Media New Holdings, INC | \$20,000.00 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | | | | 12/19/25 | Be Smart with your organics Campaign Radio advertising | | \$20,000.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 204 - SolidWaste/Recycle/PublicEducati | | | 204.11000 (Cash) | | | \$20,000.00 | | |
| 152110 | 01/22/2026 | Open | | | Accounts Payable | CWEA | \$251.00 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | | | | 01/08/2026 | CWEA Association Memebership | | \$251.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | | \$251.00 | | |
| 152111 | 01/22/2026 | Open | | | Accounts Payable | DEPARTMENT OF INDUSTRIAL RELATIONS, Cal/OSHA Penalties | \$5,000.00 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | | | | 01/07/2026 | Penalty for Inspection Number 1838593 | | \$5,000.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$5,000.00 | | |
| 152112 | 01/22/2026 | Open | | | Accounts Payable | DIVISION OF THE STATE ARCHITECT | \$174.80 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | | | | 01/14/2026 | 4TH QUARTER DISABILITY ACCESS FEE | | \$174.80 | | |

Payment Register

From Payment Date: 1/16/2026 - To Payment Date: 1/22/2026

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|-----------------------------------|--------|-------------|----------------------------|---|------------------------------------|-----------------------|----------------------|------------|
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 301 - Capital Improvements | | | 301.11000 (Cash) | | | \$174.80 | | |
| 152113 | 01/22/2026 | Open | | | Accounts Payable | Dormatech Mechanical Systems, Inc. | \$5,872.97 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | 15789 | | 01/13/2026 | | SRWA - Remove and Replace Controller Damaged by Power Surge | | \$5,872.97 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 950 - SRWA - JPA | | | 950.11000 (Cash) | | | \$5,872.97 | | |
| 152114 | 01/22/2026 | Open | | | Accounts Payable | EH Wachs | \$354.13 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | INV240668 | | 01/16/2026 | | 1 1 1 0 EA 79-302-30 U-W CONTROL CABLE ASSEMBLY | | \$354.13 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 505 - Fleet | | | 505.11000 (Cash) | | | \$354.13 | | |
| 152115 | 01/22/2026 | Open | | | Accounts Payable | EKI Environment & Water Inc. | \$72,487.25 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | C50010.00-04 | | 01/14/2026 | | Professional Services through December 31, 2025 | | \$72,487.25 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 423 - PCE Downtown (Prop 1 Grant) | | | 423.11000 (Cash) | | | \$72,487.25 | | |
| 152116 | 01/22/2026 | Open | | | Accounts Payable | EQUIFAX | \$73.88 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | 2069704351 | | 12/31/2025 | | EQUIFAX-CREDIT CHECK 25/26- December 2025 Services | | \$73.88 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 255 - CDBG | | | 255.11000 (Cash) | | | \$73.88 | | |
| 152117 | 01/22/2026 | Open | | | Accounts Payable | FASTENAL COMPANY INC | \$85.81 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | CATUR203042 | | 01/14/2026 | | 1 2 2 0 1.25" Split Key Ring | | \$26.07 | | |
| | CATUR202982 | | 01/14/2026 | | 1 100 100 0 1.25" Brass Tag Blan | | \$59.74 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 505 - Fleet | | | 505.11000 (Cash) | | | \$85.81 | | |
| 152118 | 01/22/2026 | Open | | | Accounts Payable | FEDERAL EXPRESS | \$124.74 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | 9-141-70749 | | 01/16/2026 | | SHIPPING CHARGES FOR 1/16/26 | | \$124.74 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$124.74 | | |
| 152119 | 01/22/2026 | Open | | | Accounts Payable | GILLIG LLC | \$1,019.51 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | 41391917 | | 01/07/2026 | | 1 82-60186-000 12 EA ELEMENT, FILTER | | \$610.96 | | |
| | 41392964 | | 01/09/2026 | | 01/07/26 5 04-56340-000 1 EA VALVE, RELAY R-14 | | \$357.78 | | |
| | 41393610 | | 01/12/2026 | | 13-73161-000 6 EA PUMP ASSY, TAAP W/S WASHER W/CLAMP | | \$50.77 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 505 - Fleet | | | 505.11000 (Cash) | | | \$1,019.51 | | |

Payment Register

From Payment Date: 1/16/2026 - To Payment Date: 1/22/2026

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|--------------------------------------|--------|-------------|----------------------------|--|---|-----------------------|----------------------|------------|
| 152120 | 01/22/2026 | Open | | | Accounts Payable | GOLDEN STATE EMERGENCY VEHICLE SERVICE INC | \$444.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | WI003270 | | 10/06/2025 | | PIERCE FUSE | | \$444.00 | | |
| | <u>Paying Fund</u> | | | | <u>Cash Account</u> | | <u>Amount</u> | | |
| | 110 - General Fund | | | | 110.11000 (Cash) | | \$444.00 | | |
| 152121 | 01/22/2026 | Open | | | Accounts Payable | Goldfarb & Lipman LLP | \$1,095.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 489253 | | 12/19/2025 | | Legal Services- Housing FY 2025-26- November 2025 | | \$1,095.00 | | |
| | <u>Paying Fund</u> | | | | <u>Cash Account</u> | | <u>Amount</u> | | |
| | 110 - General Fund | | | | 110.11000 (Cash) | | \$438.00 | | |
| | 255 - CDBG | | | | 255.11000 (Cash) | | \$657.00 | | |
| 152122 | 01/22/2026 | Open | | | Accounts Payable | GOMES PROPANE | \$277.81 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 13034 | | 12/18/2025 | | PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT | | \$55.56 | | |
| | 13029 | | 12/15/2025 | | PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT | | \$99.34 | | |
| | 13019 | | 12/03/2025 | | PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT | | \$66.34 | | |
| | 13037 | | 12/22/2025 | | PROPANE FOR MISC. EQUIPMENT FOR PFM DEPT | | \$56.57 | | |
| | <u>Paying Fund</u> | | | | <u>Cash Account</u> | | <u>Amount</u> | | |
| | 219 - SB1 Road Maint & Rehab Account | | | | 219.11000 (Cash) | | \$277.81 | | |
| 152123 | 01/22/2026 | Open | | | Accounts Payable | GRAINGER INC, W W | \$262.08 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 9768097710 | | 01/12/2026 | | SRWA Supplies - Anchor Shackles & Round Sling | | \$262.08 | | |
| | <u>Paying Fund</u> | | | | <u>Cash Account</u> | | <u>Amount</u> | | |
| | 450 - SRWA - Operations | | | | 450.11000 (Cash) | | \$262.08 | | |
| 152124 | 01/22/2026 | Open | | | Accounts Payable | HD SUPPLY INC, DBA USABLUBOOK | \$944.56 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | INV00925099 | | 01/06/2026 | | SRWA supplies - Solutions, Sample Cells, Powder Pillows | | \$477.87 | | |
| | INV00931294 | | 01/12/2026 | | SRWA supplies - Wipers, Sample Vials, Curvettes, Elctrd Solutio | | \$466.69 | | |
| | <u>Paying Fund</u> | | | | <u>Cash Account</u> | | <u>Amount</u> | | |
| | 450 - SRWA - Operations | | | | 450.11000 (Cash) | | \$944.56 | | |
| 152125 | 01/22/2026 | Open | | | Accounts Payable | Life-Assist, Inc | \$738.27 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 2036467 | | 12/19/2025 | | LUCSAS CUPS | | \$738.27 | | |
| | <u>Paying Fund</u> | | | | <u>Cash Account</u> | | <u>Amount</u> | | |
| | 110 - General Fund | | | | 110.11000 (Cash) | | \$738.27 | | |
| 152126 | 01/22/2026 | Open | | | Accounts Payable | MARTIN MARIETTA MATERIALS INC | \$223.20 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 48187533 | | 12/22/2025 | | ASPHALT | | \$142.94 | | |
| | 48198837 | | 12/23/2025 | | ASPHALT | | \$80.26 | | |
| | <u>Paying Fund</u> | | | | <u>Cash Account</u> | | <u>Amount</u> | | |
| | 219 - SB1 Road Maint & Rehab Account | | | | 219.11000 (Cash) | | \$223.20 | | |

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| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|--------------------|--------|-------------|----------------------------|--|--|-----------------------|----------------------|------------|
| 152127 | 01/22/2026 | Open | | | Accounts Payable | McElroy dba A-1 Steamway Carpet Cleaning, Danny | \$525.00 | | |
| | Invoice | | Date | | Description | | Amount | | |
| | 12.8.25 | | 12/08/2025 | | STATION #31 - CARPET CLEANS | | \$525.00 | | |
| | Paying Fund | | | | Cash Account | | Amount | | |
| | 110 - General Fund | | | | 110.11000 (Cash) | | \$525.00 | | |
| 152128 | 01/22/2026 | Open | | | Accounts Payable | MERAZ, EDGAR | \$187.71 | | |
| | Invoice | | Date | | Description | | Amount | | |
| | CR23007966 | | 01/12/2026 | | RETIREE COURT APPEARANCE CR23007966 | | \$187.71 | | |
| | Paying Fund | | | | Cash Account | | Amount | | |
| | 110 - General Fund | | | | 110.11000 (Cash) | | \$187.71 | | |
| 152129 | 01/22/2026 | Open | | | Accounts Payable | NAPA AUTO PARTS | \$7,717.27 | | |
| | Invoice | | Date | | Description | | Amount | | |
| | 851069 | | 01/07/2026 | | FMF-2026-0000085 7594R BAT 2YR WTY BAT | | \$300.13 | | |
| | 851075 | | 01/07/2026 | | DAL1677 DC GL BLAC | | \$24.77 | | |
| | 851077 | | 01/07/2026 | | 44-9292 RAY WARRANTY () | | (\$126.90) | | |
| | 851094 | | 01/07/2026 | | E3515 NON SOUTHCO KEY | | \$37.11 | | |
| | 851099 | | 01/07/2026 | | DJ6610 ECH SWITCH - DOOR JAMB | | \$31.58 | | |
| | 851113 | | 01/08/2026 | | 7141 FIL OIL FILTER | | \$68.56 | | |
| | 851121 | | 01/08/2026 | | 70276 GAT 6MXTXREEL () | | \$64.59 | | |
| | 851162 | | 01/08/2026 | | 87-8000 GRO WIRE () | | \$83.33 | | |
| | 851179 | | 01/08/2026 | | G25179-0808 GAT HYD HOSE FITTINGS () | | \$87.29 | | |
| | 851180 | | 01/08/2026 | | 70327 GAT 12MXTXREEL () | | \$145.75 | | |
| | 851196 | | 01/08/2026 | | 1628 FIL HYDRAULIC FILTER | | \$14.05 | | |
| | 851198 | | 01/09/2026 | | 21-2737 BK BULLDOG SQ JACK 8K TW () 1.00 427.52 204.35 204.35 T | | \$221.98 | | |
| | 851207 | | 01/09/2026 | | 782-2226 BK CIRCUIT (468) | | \$108.41 | | |
| | 851209 | | 01/09/2026 | | 7822205 BK AMG300 FUSE | | \$32.92 | | |
| | 851228 | | 01/09/2026 | | DJ6610 ECH SWITCH - DOOR JAMB () | | (\$31.58) | | |
| | 851229 | | 01/09/2026 | | DJ6165 ECH SWITCH - DOOR JAMB (| | \$35.63 | | |
| | 851231 | | 01/09/2026 | | 8229 BAT 3MO WTY BAT () | | \$125.42 | | |
| | 851271 | | 01/12/2026 | | 24240 PTX PX BLUE THREADLOCKER (210) | | \$183.70 | | |
| | 851338 | | 01/13/2026 | | 200906 FIL AIR FILTER () | | \$121.93 | | |
| | 851339 | | 01/13/2026 | | 19431551 AC SPARK PLUG WIRE SET () | | \$914.47 | | |
| | 851340 | | 01/13/2026 | | 48882616 NB BRAKE ROTOR () | | \$421.73 | | |
| | 851341 | | 01/13/2026 | | 821-2737 BK BULLDOG SQ JACK 8K TW () | | \$221.98 | | |
| | 851342 | | 01/13/2026 | | 825-1805 BK NAPA Trailer Tongue Jack - Top () | | \$127.54 | | |
| | 851352 | | 01/13/2026 | | IC734 ECH COIL ON PLUG COIL | | \$956.88 | | |
| | 851372 | | 01/13/2026 | | 100010 FIL ENGINE OIL FILTER | | \$29.60 | | |
| | 851392 | | 01/13/2026 | | 133128 RAY REMAN ALTERNATOR | | \$129.17 | | |
| | 851406 | | 01/14/2026 | | NPF002 NAF 2.5 DEF () | | \$352.76 | | |
| | 851409 | | 01/14/2026 | | 21372MP SFI ENGINE OIL FILTER | | \$52.14 | | |
| | 851410 | | 01/14/2026 | | PLUS32 WWS 32 WINDSHIELD WASH | | \$109.06 | | |
| | 851414 | | 01/14/2026 | | B49 NBH HI POWER IND V-BELT | | \$120.44 | | |
| | 851415 | | 01/14/2026 | | B95 NBH HI POWER IND V-BELT | | \$196.05 | | |
| | 851424 | | 01/14/2026 | | 8251805 BK JACKTWL 155 ASMBLY-HD | | \$98.15 | | |
| | 851425 | | 01/14/2026 | | 7565 BAT 2YR WTY BAT | | \$934.10 | | |
| | 851449 | | 01/14/2026 | | 2011R MIL MILWAUKEE TOOL Milwaukee® Re (M01) | | \$74.54 | | |
| | 851476 | | 01/14/2026 | | 200697 FIL NAPA Gold Engine Air Filter () | | \$1,123.06 | | |

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| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|---------------------------------------|--------|-------------|---|-------------------------------|-------------------------------------|-----------------------|----------------------|------------|
| | 851515 | | 01/14/2026 | | SG7991M PSG 2008 Dodge Dakota | SILENTGUARD | \$43.16 | | |
| | 851538 | | 01/15/2026 | | BRK PADS | | \$113.70 | | |
| | 851577 | | 01/16/2026 | | 244-9292 RAY REMAN STARTER () | | \$113.15 | | |
| | 851579 | | 01/16/2026 | | 41168 AC SPARK PLUG | | \$26.68 | | |
| | 851617 | | 01/16/2026 | | 19792 ATP ATP PLATINUM KIT | | \$30.24 | | |
| | Paying Fund | | | | 7555011 BK CONNECTOR | | Amount | | |
| | 505 - Fleet | | | | Cash Account | | \$7,717.27 | | |
| 152130 | 01/22/2026 | Open | | | 505.11000 (Cash) | Accounts Payable | | \$1,628.80 | |
| | | | | | | NORTHSTAR ENGINEERING GROUP INC | | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 28956 | | 11/30/2025 | SR01, 14-44 Intersection Improvements W Main and Tegner-11/30/25 | | \$1,628.80 | | | |
| | Paying Fund | | | | Cash Account | Amount | | | |
| | 215 - Streets - Grant Funded Projects | | | | 215.11000 (Cash) | | \$1,628.80 | | |
| 152131 | 01/22/2026 | Open | | | | Accounts Payable | | \$16,036.84 | |
| | | | | | | Operational Technical Services, LLC | | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 5298 | | 12/31/2025 | SRWA - Senior Operator MC 12.29.25 - 12.31.25 | | \$7,794.50 | | | |
| | 5305 | | 01/11/2026 | SRWA - Senior Operator MC 1.07.26 - 1.11.26 | | \$8,242.34 | | | |
| | Paying Fund | | | | Cash Account | Amount | | | |
| | 450 - SRWA - Operations | | | | 450.11000 (Cash) | | \$16,036.84 | | |
| 152132 | 01/22/2026 | Open | | | | Accounts Payable | | \$242.33 | |
| | | | | | | OREILLY AUTO PARTS | | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 2800-216905 | | 01/12/2026 | GAT 51853 COOLANT HOSE | | \$44.19 | | | |
| | 2800-216919 | | 01/12/2026 | ACD 13516496 SENSOR | | \$67.58 | | | |
| | 2800-217215 | | 01/13/2026 | MOT FT187 A/T FILTER | | \$72.89 | | | |
| | 2800-217370 | | 01/13/2026 | SAC 3B897006 LIFT SUPPORT | | \$36.63 | | | |
| | 2800-217782 | | 01/14/2026 | 1 WIX WL10377 A/T FILTER | | \$21.04 | | | |
| | Paying Fund | | | | Cash Account | Amount | | | |
| | 505 - Fleet | | | | 505.11000 (Cash) | | \$242.33 | | |
| 152133 | 01/22/2026 | Open | | | | Accounts Payable | | \$39,086.33 | |
| | | | | | | P G & E | | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 010726 2065 Cody | | 01/07/2026 | 0148040468-8 2065 Cody Ct. | | \$55.88 | | | |
| | 010626 1827 Shad | | 01/06/2026 | 6163835639-8 1827 Shadow Park | | \$91.31 | | | |
| | 701 WLNT 1/11/26 | | 01/11/2026 | 6224543828-8 / 701 S Walnut Rd | | \$818.52 | | | |
| | AC 1/12/26 | | 01/12/2026 | 6266210492-6 / 801 S Walnut Rd | | \$189.73 | | | |
| | WLNT#E 1/9/26 | | 01/09/2026 | 6141210500-1 / 701 S Walnut Rd E | | \$8.11 | | | |
| | CNG 1/11/26 | | 01/11/2026 | 8466606707-3 / 901 S Walnut Rd CNG | | \$1,442.67 | | | |
| | WLNT#A 1/11/26 | | 01/11/2026 | 3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station | | \$13,584.00 | | | |
| | FIRE#4 1/13/26 | | 01/13/2026 | 7556584382-0 / 2820 N Walnut-Fire #4 | | \$240.52 | | | |
| | PSF 1/11/26 | | 01/11/2026 | 8391988340-1 / 244 N Broadway-PSF | | \$11,526.55 | | | |
| | TRANSIT2 1/11/26 | | 01/11/2026 | 9448303839-7 / 1418 N Golden State Blvd Ste 2 | | \$611.59 | | | |
| | TRANSIT1 1/11/26 | | 01/11/2026 | 0913752739-7 / 1418 N Golden State Blvd Ste 1 | | \$258.79 | | | |
| | COL POOL 1/11/26 | | 01/11/2026 | 8183464653-1 / 595 Columbia St | | \$10,258.66 | | | |
| | Paying Fund | | | | Cash Account | Amount | | | |
| | 110 - General Fund | | | | 110.11000 (Cash) | | \$22,215.46 | | |
| | 217 - Streets - Gas Tax | | | | 217.11000 (Cash) | | \$8.11 | | |
| | 255 - CDBG | | | | 255.11000 (Cash) | | \$147.19 | | |

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| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|--|--------|-------------|--|------------------|--|-----------------------|----------------------|------------|
| 152134 | 426 - Transit | | | 426.11000 (Cash) | | | \$14,454.38 | | |
| | 505 - Fleet | | | 505.11000 (Cash) | | | \$2,261.19 | | |
| | 01/22/2026 | Open | | | Accounts Payable | PRICE FORD OF TURLOCK INC | \$240.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 19342 | | 12/05/2025 | WT15-502 PROGRAM 2 CUSTOMER PROVIDED | | | \$120.00 | | |
| 152135 | 21632 | | 01/14/2026 | PK17-4515 | | | \$120.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$120.00 | | |
| | 505 - Fleet | | | 505.11000 (Cash) | | | \$120.00 | | |
| | 01/22/2026 | Open | | | Accounts Payable | PROVOST & PRITCHARD ENGINEERING GROUP INC | \$15,403.53 | | |
| 152136 | Invoice | | Date | Description | | | Amount | | |
| | 125647 | | 11/30/2025 | SR01, 23-046 Well 29 Chlorination-11/30/25 | | | \$3,290.00 | | |
| | 126021 | | 11/30/2025 | SR02, 24-045 Well 36 GAC Treatment-Environmental- 11/30/26 | | | \$8,055.75 | | |
| | 126415 | | 11/30/2025 | SR02, 24-045 Well 36 GAC Treatment-11/30/25 | | | \$4,057.78 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| 152137 | 420 - WATER | | | 420.11000 (Cash) | | | \$3,290.00 | | |
| | 422 - Well Remediation | | | 422.11000 (Cash) | | | \$12,113.53 | | |
| | 01/22/2026 | Open | | | Accounts Payable | RECOLOGY BLOSSOM VALLEY NORTH | \$4,435.92 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 00242490/RI | | 12/12/2025 | Recology Premium Compost | | | \$4,435.92 | | |
| 152138 | Paying Fund | | | Cash Account | | | Amount | | |
| | 204 - SolidWaste/Recycle/PublicEducati | | | 204.11000 (Cash) | | | \$4,435.92 | | |
| | 01/22/2026 | Open | | | Accounts Payable | REED INC, GEORGE | \$446.11 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 100386624 | | 12/16/2025 | ASPHALT | | | \$133.51 | | |
| 152139 | 100386767 | | 12/17/2025 | ASPHALT | | | \$113.36 | | |
| | 100386901 | | 12/18/2025 | ASPHALT | | | \$102.37 | | |
| | 100387484 | | 01/05/2026 | ASPHALT | | | \$96.87 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 219 - SB1 Road Maint & Rehab Account | | | 219.11000 (Cash) | | | \$446.11 | | |
| 152139 | 01/22/2026 | Open | | | Accounts Payable | ROSS-CAMPBELL INC | \$2,000.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 26-3945-3 | | 01/09/2026 | SB 1383 Holiday Organics Outreach Campaign | | | \$2,000.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 204 - SolidWaste/Recycle/PublicEducati | | | 204.11000 (Cash) | | | \$2,000.00 | | |
| 152139 | 01/22/2026 | Open | | | Accounts Payable | RUSH TRUCK CENTERS OF CALIFORNIA, INC. | \$3,053.55 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 3044578685 | | 01/08/2026 | 2 LB5Z3A197A:FRD MOUNTING ASY **BIL** 85.73 EA 171.46 ***** | | | \$210.53 | | |
| | 3044623228 | | 01/09/2026 | 25 AR15-1004:MOM FILTER - COALESCING | | | \$855.15 | | |
| | 3044592200 | | 01/09/2026 | FL3Z1015A:FRD WHEEL ASY | | | \$456.25 | | |
| | 3044630613 | | 01/09/2026 | AL3Z1015B:FRD WHEEL ASY | | | \$456.07 | | |
| | 3044623536 | | 01/12/2026 | 2 164-R8131:FRD Ford 3 Button Side-Mill | | | \$470.90 | | |

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| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|-----------------------------------|--------|-------------|----------------------------|---|--|-----------------------|----------------------|------------|
| | 3044488773 | | 01/12/2026 | | 164-R8129:FRD KEY PRE-CUT IPATS 90 | | \$239.75 | | |
| | 3044647373 | | 01/14/2026 | | LC3Z16C826B:FRD LIFT ASY - GAS | | \$96.50 | | |
| | 3044654584 | | 01/14/2026 | | 2 HC3Z9P471A:FRD SENSOR ASY | | \$268.40 | | |
| | Paying Fund | | | | Cash Account | | Amount | | |
| | 505 - Fleet | | | | 505.11000 (Cash) | | \$3,053.55 | | |
| 152140 | 01/22/2026 | Open | | | Accounts Payable | Sandis Civil Engineers Surveyors Planners | \$5,268.96 | | |
| | Invoice | | Date | | Description | | Amount | | |
| | 2511370-M A | | 11/30/2025 | | SR02, 25-030 Pedestrian Crossing at W Christoffersen & McKenna | | \$5,268.96 | | |
| | Paying Fund | | | | Cash Account | | Amount | | |
| | 218 - Measure L | | | | 218.11000 (Cash) | | \$5,268.96 | | |
| 152141 | 01/22/2026 | Open | | | Accounts Payable | SCOTTS PPE RECON | \$396.10 | | |
| | Invoice | | Date | | Description | | Amount | | |
| | 40427 | | 11/28/2025 | | TURNOUT REAPIRS DEC 2025 | | \$396.10 | | |
| | Paying Fund | | | | Cash Account | | Amount | | |
| | 110 - General Fund | | | | 110.11000 (Cash) | | \$396.10 | | |
| 152142 | 01/22/2026 | Open | | | Accounts Payable | SHARPENING SHOP | \$178.48 | | |
| | Invoice | | Date | | Description | | Amount | | |
| | 453520 | | 11/12/2025 | | CARBIDE CUTTER | | \$169.60 | | |
| | 456592 | | 01/14/2026 | | 120-5236 ADAPTER-BLADE | | \$8.88 | | |
| | Paying Fund | | | | Cash Account | | Amount | | |
| | 110 - General Fund | | | | 110.11000 (Cash) | | \$169.60 | | |
| | 505 - Fleet | | | | 505.11000 (Cash) | | \$8.88 | | |
| 152143 | 01/22/2026 | Open | | | Accounts Payable | SOUTHERN TIRE MART | \$2,610.71 | | |
| | Invoice | | Date | | Description | | Amount | | |
| | 7320021236 | | 01/14/2026 | | CL24-880 tire repair | | \$52.72 | | |
| | 7320021237 | | 01/14/2026 | | 255/65R18 DESTINATION LE 3 | | \$1,246.76 | | |
| | 7320021271 | | 01/14/2026 | | OP19-623 tires | | \$1,311.23 | | |
| | Paying Fund | | | | Cash Account | | Amount | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | | 410.11000 (Cash) | | \$1,363.95 | | |
| | 505 - Fleet | | | | 505.11000 (Cash) | | \$1,246.76 | | |
| 152144 | 01/22/2026 | Open | | | Accounts Payable | STERICYCLE INC | \$115.76 | | |
| | Invoice | | Date | | Description | | Amount | | |
| | 8012985648 | | 12/25/2025 | | ST#4 - STERI-SAFE MONTHLY TREATMENT | | \$28.94 | | |
| | 8012985649 | | 12/25/2025 | | ST#2 - STERI-SAFE MONTHLY TREATMENT | | \$28.94 | | |
| | 8012985650 | | 12/25/2025 | | ST#3 - STERI-SAFE MONTHLY TREATMENT | | \$28.94 | | |
| | 8012985651 | | 12/25/2025 | | ST#1 - STERI-SAFE MONTHLY TREATMENT | | \$28.94 | | |
| | Paying Fund | | | | Cash Account | | Amount | | |
| | 110 - General Fund | | | | 110.11000 (Cash) | | \$115.76 | | |
| 152145 | 01/22/2026 | Open | | | Accounts Payable | Stoel Rives LLP | \$1,845.00 | | |
| | Invoice | | Date | | Description | | Amount | | |
| | 8104886 | | 01/08/2026 | | Professional Services Rendered Through December 31, 2025 | | \$1,845.00 | | |
| | Paying Fund | | | | Cash Account | | Amount | | |
| | 423 - PCE Downtown (Prop 1 Grant) | | | | 423.11000 (Cash) | | \$1,845.00 | | |

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| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|--------------------------------------|--------|-------------|-----------------------------------|------------------|------------------------------|-----------------------|----------------------|------------|
| 152146 | 01/22/2026 | Open | | | Accounts Payable | STOMMEL INC DBA LEHR | \$5,657.64 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | SI126653 | | 12/02/2025 | POL25-1408 Ford Transit 350 | | \$5,167.98 | | | |
| | SI128219 | | 01/16/2026 | STPKT94 Whelen Lightbar Strap Kit | | \$239.19 | | | |
| | SI128222 | | 01/16/2026 | STPKT94 Whelen Lightbar Strap Kit | | \$250.47 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 506 - Vehicle/Equipment Replacement | | | 506.11000 (Cash) | | \$5,657.64 | | | |
| 152147 | 01/22/2026 | Open | | | Accounts Payable | STRYKER SALES CORP. | \$953.48 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 9211144471 | | 12/22/2025 | BATTERY, LUCAS | | \$953.48 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$953.48 | | | |
| 152148 | 01/22/2026 | Open | | | Accounts Payable | T I D | \$323,581.82 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 083201 - JAN 26 | | 01/09/2026 | ACC#0832010000 - JAN 2026 | | \$8,373.28 | | | |
| | 183201 - JAN 26 | | 01/12/2026 | ACC#1832010000 - JAN 2026 | | \$15,021.61 | | | |
| | 283201 - JAN 26 | | 01/09/2026 | ACC#2832010000 - JAN 2026 | | \$15,098.23 | | | |
| | 383201 - JAN 26 | | 01/09/2026 | ACC#3832010000 - JAN 2026 | | \$4,307.18 | | | |
| | 483201 - JAN 26 | | 01/12/2026 | ACC#4832010000 - JAN 2026 | | \$201,282.16 | | | |
| | 683201 - JAN 26 | | 01/09/2026 | ACC#6832010000 - JAN 2026 | | \$5,986.01 | | | |
| | 773201 - JAN 26 | | 01/09/2026 | ACC#7732010000 - JAN 2026 | | \$9,638.81 | | | |
| | 873201 - JAN 26 | | 01/09/2026 | ACC#8732010000 - JAN 2026 | | \$7,704.13 | | | |
| | 973201 - JAN 26 | | 01/12/2026 | ACC#9732010000 - JAN 2026 | | \$56,170.41 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$25,861.19 | | | |
| | 205 - Sports Facilities | | | 205.11000 (Cash) | | \$879.99 | | | |
| | 217 - Streets - Gas Tax | | | 217.11000 (Cash) | | \$15,575.06 | | | |
| | 219 - SB1 Road Maint & Rehab Account | | | 219.11000 (Cash) | | \$23,786.05 | | | |
| | 232 - CFD #3 - Maintenance Services | | | 232.11000 (Cash) | | \$112.20 | | | |
| | 246 - Landscape Assessment | | | 246.11000 (Cash) | | \$10,712.65 | | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | \$174,295.12 | | | |
| | 416 - Recycled Water Sales | | | 416.11000 (Cash) | | \$6,085.59 | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | \$62,149.52 | | | |
| | 426 - Transit | | | 426.11000 (Cash) | | \$1,988.98 | | | |
| | 505 - Fleet | | | 505.11000 (Cash) | | \$2,135.47 | | | |
| 152149 | 01/22/2026 | Open | | | Accounts Payable | TAYLOR BACKHOE SERVICE, INC. | \$252,216.32 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | PP1/CP 21-043 | | 12/31/2025 | 21-043 John Lazar Park-12/31/25 | | \$252,216.32 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 228 - Park Development Tax | | | 228.11000 (Cash) | | \$252,216.32 | | | |
| 152150 | 01/22/2026 | Open | | | Accounts Payable | TRIMAX MOWING SYSTEMS INC | \$3,207.44 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | INV2032685 | | 01/14/2026 | 414-000-028 Roller Weldment | | \$1,381.95 | | | |
| | INV2032687 | | 01/14/2026 | 414-000-028 Roller Weldment | | \$1,825.49 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 505 - Fleet | | | 505.11000 (Cash) | | \$3,207.44 | | | |

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| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|-----------------------------------|--------|-------------|--|------------------|-----------------------------|-----------------------|----------------------|------------|
| 152151 | 01/22/2026 | Open | | | Accounts Payable | TruView BSI, LLC | \$11,550.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 444444410738888 | | 11/30/2025 | COMPLETED INVESTIGATION | | \$1,650.00 | | | |
| | 444444410738887 | | 11/30/2025 | COMPLETED INVESTIGATION | | \$1,650.00 | | | |
| | 444444410738886 | | 11/30/2025 | COMPLETED INVESTIGATION | | \$1,650.00 | | | |
| | 444444410739154 | | 12/31/2025 | COMPLETED INVESTIGATION | | \$1,650.00 | | | |
| | 444444410739155 | | 12/31/2025 | COMPLETED INVESTIGATION | | \$1,650.00 | | | |
| | 444444410739156 | | 12/31/2025 | COMPLETED INVESTIGATION | | \$1,650.00 | | | |
| | 444444410739157 | | 12/31/2025 | COMPLETED INVESTIGATION | | \$1,650.00 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$11,550.00 | | | |
| 152152 | 01/22/2026 | Open | | | Accounts Payable | TURLOCK IRRIGATION DISTRICT | \$13,527.27 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 40533 | | 01/05/2026 | SRWA - TID Commissioning Procedures & Normal Operations Dec 2025 | | \$13,527.27 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 950 - SRWA - JPA | | | 950.11000 (Cash) | | \$13,527.27 | | | |
| 152153 | 01/22/2026 | Open | | | Accounts Payable | TURLOCK JOURNAL | \$200.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 410267 | | 12/31/2025 | Email Blast Ad Space | | \$200.00 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | \$200.00 | | | |
| 152154 | 01/22/2026 | Open | | | Accounts Payable | TURLOCK SCAVENGER CO INC | \$124.91 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 0003099547 | | 12/31/2025 | SRWA 6 yd Bin Service January 2026 | | \$124.91 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 950 - SRWA - JPA | | | 950.11000 (Cash) | | \$124.91 | | | |
| 152155 | 01/22/2026 | Open | | | Accounts Payable | TURLOCK SMOG LLC | \$252.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | #13572 | | 01/06/2026 | PK17-4601 smog | | \$28.00 | | | |
| | #13622 | | 01/12/2026 | WT17-522 smog | | \$28.00 | | | |
| | #13634 | | 01/13/2026 | FLT13-91 smog | | \$28.00 | | | |
| | #13645 | | 01/14/2026 | POL13-1130 smog | | \$28.00 | | | |
| | #13646 | | 01/14/2026 | PK12-4408 smog | | \$28.00 | | | |
| | #13659 | | 01/14/2026 | PK17-4512 smog | | \$28.00 | | | |
| | #13661 | | 01/14/2026 | ST12-7119 | | \$28.00 | | | |
| | #13663 | | 01/14/2026 | ST17-7167 smog | | \$28.00 | | | |
| | #13666 | | 01/14/2026 | SP06-4286 smog | | \$28.00 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$112.00 | | | |
| | 217 - Streets - Gas Tax | | | 217.11000 (Cash) | | \$56.00 | | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | \$28.00 | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | \$28.00 | | | |
| | 505 - Fleet | | | 505.11000 (Cash) | | \$28.00 | | | |
| 152156 | 01/22/2026 | Open | | | Accounts Payable | TYLER TECHNOLOGIES INC. | \$156,716.28 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | CI100-00243663 | | 12/31/2025 | Maintenance for New World Software 2/1/26-1/31/27 | | \$156,716.28 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |

Payment Register

From Payment Date: 1/16/2026 - To Payment Date: 1/22/2026

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|----------------------------------|--------|-------------|--|------------------|---|-----------------------|----------------------|------------|
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 950 - SRWA - JPA | | | 950.11000 (Cash) | | | \$5,565.75 | | |
| 152164 | 01/22/2026 | Open | | | Accounts Payable | WESTERN VIEW MOBILE RANCH | \$677.81 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | February 2026 | | 01/13/2026 | Mobile Rent Subsidy FY 2025-26- February 2026 | | | \$677.81 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 621 - Successor Agency - Non LMI | | | 621.11000 (Cash) | | | \$677.81 | | |
| 152165 | 01/22/2026 | Open | | | Accounts Payable | WILLDAN FINANCIAL SVCS | \$840.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 010-64792 | | 12/31/2025 | CFD #3 - Annexation 1 Monarch Estates Subdivision- 12/31/25 | | | \$840.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$840.00 | | |
| 152166 | 01/22/2026 | Open | | | Accounts Payable | WINTON-IRELAND STROM AND GREEN INSURANCE | \$1,764.08 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 1241541 | | 12/29/2025 | Add Unit #52501 | | | \$132.08 | | |
| | 1241542 | | 12/29/2025 | Add Unit #s 22483 & 22484 | | | \$1,796.00 | | |
| | 1241544 | | 12/29/2025 | Delete POL19-1336 | | | (\$164.00) | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | (\$31.92) | | |
| | 426 - Transit | | | 426.11000 (Cash) | | | \$1,796.00 | | |
| 152167 | 01/22/2026 | Open | | | Accounts Payable | ZERO NOX INC | \$1,022.14 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | INV-001566 | | 01/12/2026 | TUATARA SEAT CUSHION | | | \$1,022.14 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 505 - Fleet | | | 505.11000 (Cash) | | | \$1,022.14 | | |
| 152168 | 01/22/2026 | Open | | | Accounts Payable | Cabada, Christina | \$368.80 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | TR5242 | | 01/14/2026 | TR5242 Per Diem & Mileage | | | \$368.80 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$368.80 | | |
| 152169 | 01/22/2026 | Open | | | Accounts Payable | Hall, David | \$64.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | TR 4632 Per Diem | | 02/07/2022 | Simunition Scenario Instructor - Fresno - 1/11-1/13/22 | | | \$64.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$64.00 | | |
| 152170 | 01/22/2026 | Open | | | Accounts Payable | MORENO, ISAAC | \$81.26 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 1/20/26 | | 01/20/2026 | Meeting Reimbursement | | | \$81.26 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$81.26 | | |
| 152171 | 01/22/2026 | Open | | | Accounts Payable | MORTERA, DIEGO | \$350.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | SO652463 | | 12/29/2025 | WILDLAND BOOT REIMBURSEMENT | | | \$350.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$350.00 | | |

Payment Register

From Payment Date: 1/16/2026 - To Payment Date: 1/22/2026

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|--------------------|--------|-------------|--|------------------|--------------------|-----------------------|----------------------|------------|
| 152172 | 01/22/2026 | Open | | | Accounts Payable | Quiroga, Elizabeth | \$160.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | TR5159PerDiem | | 01/16/2026 | 2026 CAPPO Conference 1/31/26-2/4/26 | | \$160.00 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$160.00 | | | |
| 152173 | 01/22/2026 | Open | | | Accounts Payable | STRICKLAND, CALLIE | \$150.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | TR 4579 PER DIEM | | 06/11/2021 | PC 832 FIREARMS - SHAFTER, CA - 6/25 TO 6/27 | | \$150.00 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$150.00 | | | |

Type Check Totals:
AP - Accounts Payable Totals

85 Transactions

\$1,938,268.02

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|-----------|-----------------------|-------------------|
| | Open | 85 | \$1,938,268.02 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 85 | \$1,938,268.02 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|-----------|-----------------------|-------------------|
| | Open | 85 | \$1,938,268.02 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 85 | \$1,938,268.02 | \$0.00 |

Grand Totals:

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|-----------|-----------------------|-------------------|
| | Open | 85 | \$1,938,268.02 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 85 | \$1,938,268.02 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|-----------|-----------------------|-------------------|
| | Open | 85 | \$1,938,268.02 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 85 | \$1,938,268.02 | \$0.00 |

Payment Register

From Payment Date: 1/23/2026 - To Payment Date: 1/29/2026

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|-----------------------|-----------------------------------|--------|----------------|---|------------------------------|-------------------------|-----------------------|----------------------|------------|
| AP - Accounts Payable | | | | | | | | | |
| Check | | | | | | | | | |
| 152174 | 01/26/2026 | Open | | | Accounts Payable | Berger, Kevin | \$81,777.59 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | REIMB-FY25/26 | | 01/26/2026 | Reimbursement for ETMP Public Improvements per Les Chateaux SIA | | \$81,777.59 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 309 - East Tuolumne Master Plan | | | 309.11000 (Cash) | | \$81,777.59 | | | |
| 152175 | 01/26/2026 | Open | | | Accounts Payable | RBK Development, Inc. | \$163,555.19 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | REIMB-FY25/26 | | 01/23/2026 | Reimbursement for ETMP Public Improvements per Les Chateaux SIA | | \$163,555.19 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 309 - East Tuolumne Master Plan | | | 309.11000 (Cash) | | \$163,555.19 | | | |
| 152176 | 01/27/2026 | Open | | | Accounts Payable | JAVIER PADILLA, CPA INC | \$3,500.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | TPIP 01-22-26 | | 01/22/2026 | Turlock Partnership Incentive Grant Program | | \$3,500.00 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$3,500.00 | | | |
| 152177 | 01/27/2026 | Open | | | Utility Management Refund | AGUILAR, VICTOR | \$704.94 | | |
| | Account Type | | Account Number | Description | Transaction Date | Transaction Type | | | |
| | Commercial Metered | | 364916-002 | MOVE OUT CREDIT | 01/27/2026 | Refund | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | \$503.25 | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | \$201.69 | | | |
| 152178 | 01/27/2026 | Open | | | Utility Management Refund | ELLIOTT, MORRISON | \$360.06 | | |
| | Account Type | | Account Number | Description | Transaction Date | Transaction Type | | | |
| | Commercial Metered | | T00082-007 | MOVE OUT CREDIT | 01/27/2026 | Refund | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$157.56 | | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | \$81.36 | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | \$121.14 | | | |
| 152179 | 01/27/2026 | Open | | | Utility Management Refund | HOGAN, JONATHAN | \$1,082.91 | | |
| | Account Type | | Account Number | Description | Transaction Date | Transaction Type | | | |
| | Multiple Res Metered | | 199273-002 | MOVE OUT CREDIT | 01/27/2026 | Refund | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | \$1,082.91 | | | |
| 152180 | 01/27/2026 | Open | | | Utility Management Refund | HOGAN, THOMAS | \$189.64 | | |
| | Account Type | | Account Number | Description | Transaction Date | Transaction Type | | | |
| | Single Family Res Metered | | 189057-006 | MOVE OUT CREDIT | 01/27/2026 | Refund | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | \$189.64 | | | |

Payment Register

From Payment Date: 1/23/2026 - To Payment Date: 1/29/2026

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|---------------------------|--------|-----------------------|---|------------------------------|--------------------------------------|-----------------------|----------------------|------------|
| 152181 | 01/27/2026 | Open | | | Utility Management Refund | LOPEZ, MARTIN | \$192.72 | | |
| | <u>Account Type</u> | | <u>Account Number</u> | <u>Description</u> | <u>Transaction Date</u> | <u>Transaction Type</u> | | | |
| | Single Family Res Metered | | 884359-003 | MOVE OUT CREDIT | 01/27/2026 | Refund | | | |
| | <u>Paying Fund</u> | | | <u>Cash Account</u> | | | <u>Amount</u> | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$192.72 | | |
| 152182 | 01/27/2026 | Open | | | Utility Management Refund | NAVKARANDEEP SINGH, NO GIVEN NAME | \$71.40 | | |
| | <u>Account Type</u> | | <u>Account Number</u> | <u>Description</u> | <u>Transaction Date</u> | <u>Transaction Type</u> | | | |
| | Single Family Res Metered | | 90328-005 | MOVE OUT CREDIT | 01/27/2026 | Refund | | | |
| | <u>Paying Fund</u> | | | <u>Cash Account</u> | | | <u>Amount</u> | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$71.40 | | |
| 152183 | 01/27/2026 | Open | | | Utility Management Refund | OPPELT, REX | \$278.59 | | |
| | <u>Account Type</u> | | <u>Account Number</u> | <u>Description</u> | <u>Transaction Date</u> | <u>Transaction Type</u> | | | |
| | Single Family Res Metered | | 220019-001 | MOVE OUT CREDIT | 01/27/2026 | Refund | | | |
| | <u>Paying Fund</u> | | | <u>Cash Account</u> | | | <u>Amount</u> | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$278.59 | | |
| 152184 | 01/27/2026 | Open | | | Utility Management Refund | SEDLMEYER, DANIEL | \$39.26 | | |
| | <u>Account Type</u> | | <u>Account Number</u> | <u>Description</u> | <u>Transaction Date</u> | <u>Transaction Type</u> | | | |
| | Single Family Res Metered | | 752096-004 | MOVE OUT CREDIT | 01/27/2026 | Refund | | | |
| | <u>Paying Fund</u> | | | <u>Cash Account</u> | | | <u>Amount</u> | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$39.26 | | |
| 152185 | 01/27/2026 | Open | | | Utility Management Refund | SEELAM, SRINIVASA | \$500.00 | | |
| | <u>Account Type</u> | | <u>Account Number</u> | <u>Description</u> | <u>Transaction Date</u> | <u>Transaction Type</u> | | | |
| | Single Family Res Metered | | T00645-006 | MOVE OUT CREDIT | 01/27/2026 | Refund | | | |
| | <u>Paying Fund</u> | | | <u>Cash Account</u> | | | <u>Amount</u> | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$500.00 | | |
| 152186 | 01/27/2026 | Open | | | Utility Management Refund | VALLEY ONE PROPERTY MANAGEMENT | \$390.07 | | |
| | <u>Account Type</u> | | <u>Account Number</u> | <u>Description</u> | <u>Transaction Date</u> | <u>Transaction Type</u> | | | |
| | Single Family Res Metered | | 209392-010 | MOVE OUT CREDIT | 01/27/2026 | Refund | | | |
| | <u>Paying Fund</u> | | | <u>Cash Account</u> | | | <u>Amount</u> | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$390.07 | | |
| 152187 | 01/28/2026 | Open | | | Accounts Payable | Anhar, Michael | \$105.56 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | | <u>Amount</u> | | |
| | CV-24-006882 con | | 01/26/2026 | Payment of Court Judgment Case CV-24-006882/CV- 24-010295 consol | | | \$105.56 | | |
| | <u>Paying Fund</u> | | | <u>Cash Account</u> | | | <u>Amount</u> | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$105.56 | | |
| 152188 | 01/29/2026 | Open | | | Accounts Payable | ABS DIRECT INC | \$42,821.44 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | | <u>Amount</u> | | |
| | 141746 | | 12/22/2025 | UT STATEMENT - 12/10/25 | | | \$16,813.07 | | |
| | 142038 | | 01/22/2026 | UT DELINQ- JANUARY 2026 | | | \$743.43 | | |
| | 142037 | | 01/22/2026 | UT STATEMENTS -1/10/26 | | | \$17,264.94 | | |
| | MP-20260122 | | 01/22/2026 | POSTAGE ADVANCE FOR FEB/MAR 2026 | | | \$8,000.00 | | |

Payment Register

From Payment Date: 1/23/2026 - To Payment Date: 1/29/2026

| 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) | | | \$19,607.15 | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | | \$11,607.15 | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$11,607.14 | | |
| 152189 | 01/29/2026 | Open | | | Accounts Payable | AFLAC | \$6,675.76 | | |
| | Invoice | | | Date | Description | Amount | | | |
| | | | | 119817 | 12/31/2025 | INDIVIDUAL DECEMBER 2025 | \$3,475.79 | | |
| | | | | 440573 | 01/31/2026 | INDIVIDUAL JANUARY 2026 | \$3,199.97 | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$6,675.76 | | |
| 152190 | 01/29/2026 | Open | | | Accounts Payable | ALLEGIANCE INDUSTRIAL SUPPLY, LLC | \$2,638.58 | | |
| | Invoice | | | Date | Description | Amount | | | |
| | | | | INV9795 | 01/16/2026 | ALLEGIANCE - JANITORIAL SUPPLIES | \$1,189.44 | | |
| | | | | INV9681 | 01/09/2026 | ALLEGIANCE - JANITORIAL SUPPLIES | \$571.32 | | |
| | | | | INV9487 | 12/18/2025 | ALLEGIANCE - JANITORIAL SUPPLIES | \$877.82 | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 505 - Fleet | | | 505.11000 (Cash) | | | \$2,638.58 | | |
| 152191 | 01/29/2026 | Open | | | Accounts Payable | AT&T California, AT&T Wholesale, AT&T DataComm | \$321.00 | | |
| | Invoice | | | Date | Description | Amount | | | |
| | | | | 1/18/26 | 01/18/2026 | Monthly Internet Service - 1/19/26-2/18/26 | \$214.00 | | |
| | | | | 1/22/26 | 01/22/2026 | PSF Monthly Internet Service - 1/23/26-2/22/26 | \$107.00 | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$107.00 | | |
| | 501 - Information Technology | | | 501.11000 (Cash) | | | \$214.00 | | |
| 152192 | 01/29/2026 | Open | | | Accounts Payable | AT&T Corp | \$587.98 | | |
| | Invoice | | | Date | Description | Amount | | | |
| | | | | 4740001112 | 01/11/2026 | SRWA - JPA, Surface Water, Operations - Internet Access Jan 2026 | \$587.98 | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 950 - SRWA - JPA | | | 950.11000 (Cash) | | | \$587.98 | | |
| 152193 | 01/29/2026 | Open | | | Accounts Payable | Athena Parent, Inc. DBA Accruent, LLC | \$25,913.52 | | |
| | Invoice | | | Date | Description | Amount | | | |
| | | | | INVUS133782 | 01/12/2026 | SRWA - MC Professional Cloud Concurrent User Subscription | \$25,913.52 | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 950 - SRWA - JPA | | | 950.11000 (Cash) | | | \$25,913.52 | | |
| 152194 | 01/29/2026 | Open | | | Accounts Payable | ATKINSON, ANDELSON, LOYA, RUUD & ROMO | \$8,308.66 | | |
| | Invoice | | | Date | Description | Amount | | | |
| | | | | 776426 | 12/30/2025 | Legal Services December 2025 | \$8,308.66 | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$8,308.66 | | |

Payment Register

From Payment Date: 1/23/2026 - To Payment Date: 1/29/2026

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|-----------------------------------|--------|-------------|----------------------------|--|---|-----------------------|----------------------|------------|
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 950 - SRWA - JPA | | | 950.11000 (Cash) | | | \$750.00 | | |
| 152197 | 01/29/2026 | Open | | | Accounts Payable | BLUETRITON BRANDS INC | \$471.36 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | 16A0033242363 | | 01/08/2026 | | 5 Gallon Nestle drinking water and plastic cups. | | \$181.32 | | |
| | 16A0033258518 | | 01/08/2026 | | UTILITIES | | | | |
| | 16A0033242389 | | 01/08/2026 | | 5 Gallon Nestle drinking water WATER RESOURCE BUILDING | | \$101.05 | | |
| | | | | | 5 Gallon Nestle drinking water WASTE MGMT WATER TREATMENT | | \$188.99 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | | \$235.67 | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$235.69 | | |
| 152198 | 01/29/2026 | Open | | | Accounts Payable | CALACT | \$880.00 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | 2026-298 | | 01/21/2026 | | CalAct Annual Membership 2026 | | \$880.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 426 - Transit | | | 426.11000 (Cash) | | | \$880.00 | | |
| 152199 | 01/29/2026 | Open | | | Accounts Payable | California Transit Association | \$3,500.00 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | 17451 | | 01/21/2026 | | CTA 2026 Membership Dues | | \$3,500.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 426 - Transit | | | 426.11000 (Cash) | | | \$3,500.00 | | |
| 152200 | 01/29/2026 | Open | | | Accounts Payable | CARNEGIE ARTS CENTER FOUNDATION | \$412.50 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | CoT .2.5 | | 01/15/2026 | | Event Rental 2-5-26 for ADA Meeting | | \$412.50 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 301 - Capital Improvements | | | 301.11000 (Cash) | | | \$412.50 | | |
| 152201 | 01/29/2026 | Open | | | Accounts Payable | CHARTER COMMUNICATIONS | \$333.75 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | 0006514011526 | | 01/15/2026 | | INTERNET AT CITY BLDGS; SENIOR CENTER; MARTY YERBY & RUBE BOESCH | | \$333.75 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$333.75 | | |
| 152202 | 01/29/2026 | Open | | | Accounts Payable | CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2 | \$694.64 | | |
| | Invoice | | | Date | Description | | Amount | | |
| | 5313738207 | | 01/20/2026 | | First Aid & Safety Supplies Management - TPD | | \$461.71 | | |
| | 5313738206 | | 01/20/2026 | | First Aid & Safety Supplies Management - Fire | | \$69.79 | | |
| | 5312458003 | | 01/12/2026 | | First Aid & Safety Supplies Management - Transit | | \$74.28 | | |
| | 5312708901 | | 01/13/2026 | | First Aid & Safety Supplies Management - Muni | | \$88.86 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$553.72 | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$36.25 | | |
| | 426 - Transit | | | 426.11000 (Cash) | | | \$82.45 | | |
| | 505 - Fleet | | | 505.11000 (Cash) | | | \$22.22 | | |

Payment Register

From Payment Date: 1/23/2026 - To Payment Date: 1/29/2026

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|-----------------------------------|-------------|--|------------------|---------------------------------|-----------------------|----------------------|------------|
| 152203 | 01/29/2026 | Open | | | Accounts Payable | Creative Property Renewal, Inc. | \$38,771.69 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | | PP2/CP 24-010 | 01/20/2026 | 24-010 Fire Station No. 31 SCBA Compressor Room-10/20/25 | | | \$38,771.69 | | |
| | | Paying Fund | | Cash Account | | | Amount | | |
| | | 110 - General Fund | | 110.11000 (Cash) | | | \$24,030.08 | | |
| | | 240 - Small Equipment Replacement | | 240.11000 (Cash) | | | \$14,741.61 | | |
| 152204 | 01/29/2026 | Open | | | Accounts Payable | CRIME GUARD INC | \$6,324.00 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | | 28956 | 01/07/2026 | LIVE MONITORING; DONNELLY PARK; 12/01-12/31/2025 | | | \$868.00 | | |
| | | 28955 | 01/07/2026 | LIVE MONITORING; DENAIR PARK; 12/01-12/31/2025 | | | \$868.00 | | |
| | | 28954 | 01/07/2026 | LIVE MONITORING; CORP YARD; 12/01-12/31/2025 | | | \$1,116.00 | | |
| | | 28952 | 01/07/2026 | LIVE MONITORING; CENTRAL PARK; 12/01-12/31/2025 | | | \$1,736.00 | | |
| | | 28951 | 01/07/2026 | LIVE MONITORING; BROADWAY PARK; 12/01-12/31/2025 | | | \$868.00 | | |
| | | 28953 | 01/07/2026 | LIVE MONITORING; COLUMBIA PARK; 12/01-12/31/2025 | | | \$868.00 | | |
| | | Paying Fund | | Cash Account | | | Amount | | |
| | | 110 - General Fund | | 110.11000 (Cash) | | | \$6,324.00 | | |
| 152205 | 01/29/2026 | Open | | | Accounts Payable | DEPARTMENT OF MOTOR VEHICLES | \$27.00 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | | 89015 Plates | 01/15/2026 | LICENSE PLATE REPLACEMENT FOR VEHICLE 89015 | | | \$27.00 | | |
| | | Paying Fund | | Cash Account | | | Amount | | |
| | | 217 - Streets - Gas Tax | | 217.11000 (Cash) | | | \$27.00 | | |
| 152206 | 01/29/2026 | Open | | | Accounts Payable | DEPARTMENT OF MOTOR VEHICLES | \$27.00 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | | ST06-7056 | 01/15/2026 | REPLACEMENT REGISTRATION CARD FOR ST06-7056 | | | \$27.00 | | |
| | | Paying Fund | | Cash Account | | | Amount | | |
| | | 217 - Streets - Gas Tax | | 217.11000 (Cash) | | | \$27.00 | | |
| 152207 | 01/29/2026 | Open | | | Accounts Payable | DFM Associates | \$152.07 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | | 2026CAEC | 01/22/2026 | 2026 California Election Code Book | | | \$152.07 | | |
| | | Paying Fund | | Cash Account | | | Amount | | |
| | | 110 - General Fund | | 110.11000 (Cash) | | | \$152.07 | | |
| 152208 | 01/29/2026 | Open | | | Accounts Payable | EMPLOYMENT DEVELOP DEPT | \$40.00 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | | 011726GONZALEZ | 01/23/2026 | 01172026 PAYROLL WITHHOLDING | | | \$40.00 | | |
| | | Paying Fund | | Cash Account | | | Amount | | |
| | | 104 - Payroll Clearing Fund | | 104.11000 (Cash) | | | \$40.00 | | |

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| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|--------------------------------------|--------|-------------|--|------------------|----------------------------------|-----------------------|----------------------|------------|
| 152209 | 01/29/2026 | Open | | | Accounts Payable | EyeP Solutions Inc. | \$15,000.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 25-607 | | 11/06/2025 | SRWA - Remote Access & Support Services for Gentec Surveillance | | \$15,000.00 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 950 - SRWA - JPA | | | 950.11000 (Cash) | | \$15,000.00 | | | |
| 152210 | 01/29/2026 | Open | | | Accounts Payable | FEDERAL EXPRESS | \$319.53 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 9-150-82860 | | 01/23/2026 | SHIPPING CHARGES FOR 1/23/26 | | \$319.53 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$207.41 | | | |
| | 205 - Sports Facilities | | | 205.11000 (Cash) | | \$14.54 | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | \$41.33 | | | |
| | 450 - SRWA - Operations | | | 450.11000 (Cash) | | \$56.25 | | | |
| 152211 | 01/29/2026 | Open | | | Accounts Payable | FIRST SHIELD SECURITY AND PATROL | \$21,168.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 6906 | | 01/21/2026 | Unarmed Security Services for Transit Center for December 2025 | | \$21,168.00 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 426 - Transit | | | 426.11000 (Cash) | | \$21,168.00 | | | |
| 152212 | 01/29/2026 | Open | | | Accounts Payable | GHD INC | \$99.60 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 12682656 | | 12/13/2025 | SR10, 25-062 Signal Timing Teg/Pow,Wal/Spring,& Haw/Dels12/31/25 | | \$99.60 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 216 - Streets - Local Transportation | | | 216.11000 (Cash) | | \$99.60 | | | |
| 152213 | 01/29/2026 | Open | | | Accounts Payable | GOMES & SONS INC, JOE M | \$30,384.33 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 100439 | | 01/15/2026 | CUST #24090 - Fuel Expense for 1/1/26 - 1/15/26 | | \$28,905.90 | | | |
| | 100327 | | 01/09/2026 | Fuel for Fire #3 | | \$1,478.43 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$15,835.01 | | | |
| | 205 - Sports Facilities | | | 205.11000 (Cash) | | \$679.73 | | | |
| | 217 - Streets - Gas Tax | | | 217.11000 (Cash) | | \$3,188.99 | | | |
| | 246 - Landscape Assessment | | | 246.11000 (Cash) | | \$1,412.73 | | | |
| | 255 - CDBG | | | 255.11000 (Cash) | | \$51.33 | | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | \$3,450.50 | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | \$2,814.08 | | | |
| | 426 - Transit | | | 426.11000 (Cash) | | \$2,501.42 | | | |
| | 450 - SRWA - Operations | | | 450.11000 (Cash) | | \$450.54 | | | |
| 152214 | 01/29/2026 | Open | | | Accounts Payable | GRAINGER INC, W W | \$16.78 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 9768930753 | | 01/13/2026 | SRWA Supplies - Coin Cell Batteries for Fobs | | \$16.78 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 450 - SRWA - Operations | | | 450.11000 (Cash) | | \$16.78 | | | |

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| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|---------------------------------------|--------|-------------|---|------------------|---|-----------------------|----------------------|------------|
| 152215 | 01/29/2026 | Open | | | Accounts Payable | HAWORTH INC | \$1,673.75 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 3002138005 | | 01/13/2026 | Panel for Finance | | | \$1,673.75 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$1,673.75 | | |
| 152216 | 01/29/2026 | Open | | | Accounts Payable | JARVIS FAY LLP | \$11,182.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 21293 | | 12/31/2025 | SPECIAL COUNSEL SERVICES Sidewalk Repairs Dec 2025 | | | \$11,182.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$11,182.00 | | |
| 152217 | 01/29/2026 | Open | | | Accounts Payable | Linde Inc. | \$3,285.63 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 54364899 | | 01/19/2026 | SRWA SUPPLY & DELIVERY OF LIQUID OXYGEN 1.19.26 | | | \$3,285.63 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 450 - SRWA - Operations | | | 450.11000 (Cash) | | | \$3,285.63 | | |
| 152218 | 01/29/2026 | Open | | | Accounts Payable | Malvern Panalytical, Inc. | \$6,490.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 2US1030526 | | 01/22/2026 | SRWA - Post Warranty Services for Zetasizer MAL1315377 | | | \$6,490.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 950 - SRWA - JPA | | | 950.11000 (Cash) | | | \$6,490.00 | | |
| 152219 | 01/29/2026 | Open | | | Accounts Payable | MODESTO WINDUSTRIAL | \$1,610.53 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 230203 01 | | 01/21/2026 | SRWA Supplies - CFE Diffuser Supplies | | | \$1,610.53 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 450 - SRWA - Operations | | | 450.11000 (Cash) | | | \$1,610.53 | | |
| 152220 | 01/29/2026 | Open | | | Accounts Payable | MOST DEPENDABLE FOUNTAINS | \$7,229.57 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | INV87285 | | 01/05/2026 | (2) WATER FOUNTAIN REPLACEMENTS FOR PARKS | | | \$7,229.57 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$7,229.57 | | |
| 152221 | 01/29/2026 | Open | | | Accounts Payable | NORTHSTAR ENGINEERING GROUP INC | \$2,163.25 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 29174 | | 12/31/2025 | SR01, 14-44 Intersection Improv W Main and Tegner Rd.-12/31/25 | | | \$2,163.25 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 215 - Streets - Grant Funded Projects | | | 215.11000 (Cash) | | | \$2,163.25 | | |
| 152222 | 01/29/2026 | Open | | | Accounts Payable | PIRES, LIPOMI & BURKETT ARCHITECTURAL CORP | \$645.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 7646 | | 12/31/2025 | SR04, 24-036 Renovations Sr Center Marty Yerby Facility-12/31/26 | | | \$645.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 258 - Housing Stimulus Funds | | | 258.11000 (Cash) | | | \$645.00 | | |

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| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|--------------------------------------|--------|-------------|----------------------------|---|---|-----------------------|----------------------|------------|
| 152223 | 01/29/2026 | Open | | | Accounts Payable | PROVOST & PRITCHARD ENGINEERING GROUP INC | \$10,089.54 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 124855 | | 10/31/2025 | | SR02, 24-045 Well 36 GAC Treatment-Environmental- 10/31/25 | | \$10,089.54 | | |
| | <u>Paying Fund</u> | | | | <u>Cash Account</u> | | <u>Amount</u> | | |
| | 422 - Well Remediation | | | | 422.11000 (Cash) | | \$10,089.54 | | |
| 152224 | 01/29/2026 | Open | | | Accounts Payable | Raftelis Financial Consultants, Inc., dba Raftelis | \$21,562.50 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 42682 | | 11/13/2025 | | Professional Services- Raftelis | | \$21,562.50 | | |
| | <u>Paying Fund</u> | | | | <u>Cash Account</u> | | <u>Amount</u> | | |
| | 110 - General Fund | | | | 110.11000 (Cash) | | \$21,562.50 | | |
| 152225 | 01/29/2026 | Open | | | Accounts Payable | REED INC, GEORGE | \$766.03 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 100387956 | | 01/12/2026 | | ASPHALT | | \$111.53 | | |
| | 100387831 | | 01/09/2026 | | ASPHALT | | \$113.36 | | |
| | 100387715 | | 01/08/2026 | | ASPHALT | | \$98.70 | | |
| | 100387617 | | 01/07/2026 | | ASPHALT | | \$113.36 | | |
| | 100388295 | | 01/15/2026 | | ASPHALT | | \$97.79 | | |
| | 100388163 | | 01/14/2026 | | ASPHALT | | \$125.26 | | |
| | 100388057 | | 01/13/2026 | | ASPHALT | | \$106.03 | | |
| | <u>Paying Fund</u> | | | | <u>Cash Account</u> | | <u>Amount</u> | | |
| | 219 - SB1 Road Maint & Rehab Account | | | | 219.11000 (Cash) | | \$766.03 | | |
| 152226 | 01/29/2026 | Open | | | Accounts Payable | Rexel USA, Inc. | \$521.88 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 7A20700 | | 01/15/2026 | | SRWA Supplies - Electrical Wire Labels & Breakers | | \$37.46 | | |
| | 7A26892 | | 01/16/2026 | | SRWA Supplies - Electrical Circuit Breakers | | \$484.42 | | |
| | <u>Paying Fund</u> | | | | <u>Cash Account</u> | | <u>Amount</u> | | |
| | 450 - SRWA - Operations | | | | 450.11000 (Cash) | | \$521.88 | | |
| 152227 | 01/29/2026 | Open | | | Accounts Payable | ROBBINS, BROWNING, GODWIN & MARCHINI LLP | \$540.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 74904 | | 12/31/2025 | | Conflict Counsel Legal Services December 2025 | | \$540.00 | | |
| | <u>Paying Fund</u> | | | | <u>Cash Account</u> | | <u>Amount</u> | | |
| | 110 - General Fund | | | | 110.11000 (Cash) | | \$540.00 | | |
| 152228 | 01/29/2026 | Open | | | Accounts Payable | RTF MANUFACTURING CO | \$9,122.75 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 3768 | | 01/15/2026 | | REFRIGERATOR FOR PROPERTY & EVIDENCE | | \$9,122.75 | | |
| | <u>Paying Fund</u> | | | | <u>Cash Account</u> | | <u>Amount</u> | | |
| | 240 - Small Equipment Replacement | | | | 240.11000 (Cash) | | \$9,122.75 | | |
| 152229 | 01/29/2026 | Open | | | Accounts Payable | RUTAN & TUCKER, LLP | \$216.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 1052127 | | 01/14/2026 | | Special Counsel Services - Construction Dispute Dec 2025 | | \$216.00 | | |
| | <u>Paying Fund</u> | | | | <u>Cash Account</u> | | <u>Amount</u> | | |
| | 115 - Measure A - Roads | | | | 115.11000 (Cash) | | \$216.00 | | |

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| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|-----------------------------------|--------|-------------|---|------------------|---|-----------------------|----------------------|------------|
| 152230 | 01/29/2026 | Open | | | Accounts Payable | Savant Solutions Inc. | \$56,280.50 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | SS-1346 | | 12/05/2025 | Rubrik Backup Equipment and Software 12/2/2025 - 12/1/2026 | | \$56,280.50 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 119 - American Rescue Plan Act | | | 119.11000 (Cash) | | \$56,280.50 | | | |
| 152231 | 01/29/2026 | Open | | | Accounts Payable | SHARPENING SHOP | \$210.53 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 456446 | | 01/13/2026 | HELMET SYSTEM; HAND SAW; SLEEVE (4) | | \$210.53 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$210.53 | | | |
| 152232 | 01/29/2026 | Open | | | Accounts Payable | SIEGFRIED ENGINEERING INC | \$55,559.11 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 51026 | | 11/30/2025 | 25-026 Design Roads Task 3 CIP November 2025 | | \$55,559.11 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 115 - Measure A - Roads | | | 115.11000 (Cash) | | \$55,559.11 | | | |
| 152233 | 01/29/2026 | Open | | | Accounts Payable | STANISLAUS BUSINESS ALLIANCE INC DBA Opportunity S | \$50,000.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 3091.5 | | 01/26/2026 | 2025-2026 Annual Investor Invoice 3091.5 | | \$50,000.00 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$50,000.00 | | | |
| 152234 | 01/29/2026 | Open | | | Accounts Payable | Stoel Rives LLP | \$2,989.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 8097929 | | 01/17/2026 | PCE Contamination services through Oct 31, 2025 | | \$2,989.00 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 423 - PCE Downtown (Prop 1 Grant) | | | 423.11000 (Cash) | | \$2,989.00 | | | |
| 152235 | 01/29/2026 | Open | | | Accounts Payable | STORER TRANSIT SYSTEMS | \$363,317.07 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 10204T | | 01/21/2026 | Management and Operation of Turlock Transit for December 2025 | | \$363,317.07 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 426 - Transit | | | 426.11000 (Cash) | | \$363,317.07 | | | |
| 152236 | 01/29/2026 | Open | | | Accounts Payable | SUPPORT PAYMENT CLEARING | \$405.35 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 011726BECCHETTI | | 01/23/2026 | 01172026 PAYROLL WITHHOLDING | | \$405.35 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | \$405.35 | | | |
| 152237 | 01/29/2026 | Open | | | Accounts Payable | SWRCB ACCOUNTING OFFICE | \$20,944.56 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | WS-1056022 | | 12/03/2025 | SRWA - Water System Annual Permit Fee Wholesaler 7/1/25-6/30/26 | | \$20,944.56 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 950 - SRWA - JPA | | | 950.11000 (Cash) | | \$20,944.56 | | | |
| 152238 | 01/29/2026 | Open | | | Accounts Payable | T I D | \$33,874.10 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 624170 - Jan 26 | | 01/11/2026 | ACC#6241700000 - January 2026 | | \$33,874.10 | | | |

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|--------|-----------------------------------|--------|-------------|---|------------------|--------------------------------|-----------------------|----------------------|------------|
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 950 - SRWA - JPA | | | 950.11000 (Cash) | | | \$33,874.10 | | |
| 152239 | 01/29/2026 | Open | | | Accounts Payable | The REDESIGN Group | \$176,836.01 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 14005 | | 01/15/2026 | VMware Subscription Renewal 1/10/26 - 1/9/27 | | | \$176,836.01 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 501 - Information Technology | | | 501.11000 (Cash) | | | \$176,836.01 | | |
| 152240 | 01/29/2026 | Open | | | Accounts Payable | TROY EDWARDS dba DRAGON SPORTS | \$3,990.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | Winter 2026 | | 01/21/2026 | Winter 2026 - October Self Defense Class | | | \$3,990.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$3,990.00 | | |
| 152241 | 01/29/2026 | Open | | | Accounts Payable | TURLOCK CITY TOW INC | \$87.21 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 141386 | | 12/06/2025 | TOWING SERVICE FOR PD ON 12/6/25 | | | \$46.17 | | |
| | 141173 | | 12/17/2025 | TOWING SERVICE FOR PD ON 12/17/25 | | | \$41.04 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$87.21 | | |
| 152242 | 01/29/2026 | Open | | | Accounts Payable | US BANK | \$1,277,718.75 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 3120253 | | 01/13/2026 | TURLOCK PUBLIC FINANCING AUTHORITY WATER REV BONDS, SERIES 2017 | | | \$1,277,718.75 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$1,277,718.75 | | |
| 152243 | 01/29/2026 | Open | | | Accounts Payable | VERIZON WIRELESS | \$4,532.52 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 6132662595 | | 01/03/2026 | 972530635-00029 UTILITIES Dec 4-Jan 3 2026 | | | \$1,326.08 | | |
| | 6132662596 | | 01/03/2026 | 972530635-00030 WQC Dec 4-Jan 3 2026 | | | \$494.13 | | |
| | 6132662597 | | 01/03/2026 | 972530635-00032 Electrical WQC Dec 4-Jan 3 2026 | | | \$63.61 | | |
| | 6132662600 | | 01/03/2026 | 972530635-00037 Master Radio WQC Dec 4-Jan 3 2026 | | | \$42.79 | | |
| | 6132662594 | | 01/03/2026 | 972530635-00028 Recreation Dec 4-Jan 3 2026 | | | \$820.48 | | |
| | 6132662599 | | 01/03/2026 | 972530635-00036 Maintenance Dec 4-Jan 3 2026 | | | \$489.12 | | |
| | 6132662598 | | 01/03/2026 | 972530635-00033 Transit Dec 4-Jan 3 2026 | | | \$301.64 | | |
| | 6132662591 | | 01/03/2026 | 972530635-00023 Engineering Dec 4-Jan 3 2026 | | | \$511.59 | | |
| | 6132662601 | | 01/03/2026 | 972530635-00038 SRWA Monthly Service & Equipment 12.04.25-1.03.26 | | | \$483.08 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$958.98 | | |
| | 205 - Sports Facilities | | | 205.11000 (Cash) | | | \$68.03 | | |
| | 217 - Streets - Gas Tax | | | 217.11000 (Cash) | | | \$264.83 | | |
| | 246 - Landscape Assessment | | | 246.11000 (Cash) | | | \$80.02 | | |
| | 270 - Recreation Grants | | | 270.11000 (Cash) | | | \$414.34 | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | | \$1,196.31 | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | \$728.30 | | |
| | 426 - Transit | | | 426.11000 (Cash) | | | \$301.64 | | |
| | 450 - SRWA - Operations | | | 450.11000 (Cash) | | | \$483.08 | | |

Payment Register

From Payment Date: 1/23/2026 - To Payment Date: 1/29/2026

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|-----------------------------|--------|-------------|--|------------------|--------------------------------------|-----------------------|----------------------|------------|
| | 505 - Fleet | | | 505.11000 (Cash) | | | \$36.99 | | |
| 152244 | 01/29/2026 | Open | | | Accounts Payable | VIRTUAL PROJECT MANAGER LLC | \$1,250.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 12-4764 | | 12/01/2025 | Project Management Software Tool for Capital Projects-Dec 2025 | | \$1,250.00 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$1,250.00 | | | |
| 152245 | 01/29/2026 | Open | | | Accounts Payable | WARDEN'S OFFICE INC | \$135.78 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 413514-00 | | 01/23/2026 | Panel for Finance - Delivery & Installation | | \$135.78 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$135.78 | | | |
| 152246 | 01/29/2026 | Open | | | Accounts Payable | WESTWOOD PROFESSIONAL SERVICES, INC. | \$9,723.13 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 1260101182 | | 12/31/2025 | SR03, 21-043 Northeast Neighbo-J Lazar Park-12/31/26 | | \$9,723.13 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 228 - Park Development Tax | | | 228.11000 (Cash) | | \$9,723.13 | | | |
| 152247 | 01/29/2026 | Open | | | Accounts Payable | Castro, Valerie | \$1,409.05 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | Comp Loan-FY2526 | | 01/22/2026 | TCEA - Computer Loan FY 25/26 | | \$1,409.05 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$1,409.05 | | | |
| 152248 | 01/29/2026 | Open | | | Accounts Payable | GUTIERREZ, MAIRA | \$799.63 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 19200342 | | 01/15/2026 | PLAY Program family credit refund | | \$799.63 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$799.63 | | | |
| 152249 | 01/29/2026 | Open | | | Accounts Payable | Kauffman, Philip | \$2,227.53 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | Comp Loan-FY2526 | | 01/22/2026 | TAPO Computer Loan Reimbursement FY 25/26 | | \$2,227.53 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$2,227.53 | | | |
| 152250 | 01/29/2026 | Open | | | Accounts Payable | MOTA, STEPHANIE | \$100.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | R25-008397 | | 01/07/2026 | A/C REFUND | | \$100.00 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 203 - Animal Fee Forfeiture | | | 203.11000 (Cash) | | \$100.00 | | | |
| 152251 | 01/29/2026 | Open | | | Accounts Payable | PIMENTEL, ALYSSA | \$65.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 12/30/25 EMAIL | | 01/09/2026 | A/C REFUND | | \$65.00 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | \$65.00 | | | |

Payment Register

From Payment Date: 1/23/2026 - To Payment Date: 1/29/2026

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|--------------------|--------|-------------|--|------------------|-----------------------|-----------------------|----------------------|------------|
| 152252 | 01/29/2026 | Open | | | Accounts Payable | PRICE, TALIESIN | \$1,000.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | TR 5244 PER DIEM | | 01/21/2026 | POST BASIC DISPATCHER COURSE, 2/1/26 - 2/27/26, FRESNO | | | \$1,000.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$1,000.00 | | |
| 152253 | 01/29/2026 | Open | | | Accounts Payable | THORSENS NORQUIST INC | \$101.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 2026-00111802 | | 12/15/2025 | DUP PAY'T FOR PERMIT 2025-1539 REC'D 12/15/25 REC'D FRM THORSENS | | | \$101.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | \$101.00 | | |

Type Check Totals:
AP - Accounts Payable Totals

80 Transactions

\$2,610,840.04

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|-----------|-----------------------|-------------------|
| | Open | 80 | \$2,610,840.04 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 80 | \$2,610,840.04 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|-----------|-----------------------|-------------------|
| | Open | 80 | \$2,610,840.04 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 80 | \$2,610,840.04 | \$0.00 |

Grand Totals:

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|-----------|-----------------------|-------------------|
| | Open | 80 | \$2,610,840.04 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 80 | \$2,610,840.04 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|-----------|-----------------------|-------------------|
| | Open | 80 | \$2,610,840.04 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 80 | \$2,610,840.04 | \$0.00 |

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 |
|----------------------|-----------------------------|--------|-------------|---------------------------------|------------------|--------------------------------|-----------------------|----------------------|------------|
| PR - Payroll Account | | | | | | | | | |
| EFT | | | | | | | | | |
| 165888 | 10/06/2025 | Open | | | Accounts Payable | CalPERS | \$368,694.61 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 9/27/25PR | | 10/06/2025 | 9/27/25PR-CALPERS | | | \$368,694.61 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$368,694.61 | | |
| 165889 | 10/20/2025 | Open | | | Accounts Payable | CalPERS | \$369,574.44 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 10/11/25PR | | 10/20/2025 | 10/11/25PR-CALPERS | | | \$369,574.44 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$369,574.44 | | |
| 165890 | 10/03/2025 | Open | | | Accounts Payable | CA SDU | \$1,704.91 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 9/27/25PR | | 10/03/2025 | 9/27/25PR-CHILD SUPPORT PAYMENT | | | \$1,704.91 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$1,704.91 | | |
| 165891 | 10/03/2025 | Open | | | Accounts Payable | GOLDEN ONE CREDIT UNION | \$2,897.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 9/27/25PR | | 10/03/2025 | 9/27/25PR-GOLDEN 1 CU | | | \$2,897.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$2,897.00 | | |
| 165892 | 10/07/2025 | Open | | | Accounts Payable | ICMA-RC | \$113,040.92 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 9/27/25PR | | 10/07/2025 | 9/27/25PR-ICMA | | | \$113,040.92 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$113,040.92 | | |
| 165893 | 10/03/2025 | Open | | | Accounts Payable | INTERNAL REVENUE SERVICE | \$227,267.73 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 9/27/25PR | | 10/03/2025 | 9/27/25PR-FEDERAL TAXES | | | \$227,267.73 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$227,267.73 | | |
| 165894 | 10/03/2025 | Open | | | Accounts Payable | STATE OF CALIFORNIA - PR TAXES | \$70,924.22 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 9/27/25PR | | 10/03/2025 | 9/27/25PR-STATE TAXES | | | \$70,924.22 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$70,924.22 | | |
| 165895 | 10/03/2025 | Open | | | Accounts Payable | T A P O | \$6,843.56 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 9/27/25PR | | 10/03/2025 | 9/27/25PR-TAPO DUES | | | \$6,843.56 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$6,843.56 | | |
| 165896 | 10/03/2025 | Open | | | Accounts Payable | T C E A | \$2,976.75 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 9/27/25PR | | 10/03/2025 | 9/27/25PR-TCEA DUES | | | \$2,976.75 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$2,976.75 | | |

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 |
|--------|-----------------------------|---------|-------------|---|------------------|----------------------------|-----------------------|----------------------|------------|
| 165897 | 10/07/2025 | Open | | | Accounts Payable | TFRA | \$10,419.62 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | 9/27/25PR-RHS | | 10/07/2025 | 9/27/25PR-TFRA RHS DUES | | | \$10,419.62 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$10,419.62 | | |
| 165898 | 10/03/2025 | Open | | | Accounts Payable | TMAPS | \$200.00 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | 9/27/25PR | | 10/03/2025 | 9/27/25PR-TMAPS DUES | | | \$200.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$200.00 | | |
| 165899 | 10/07/2025 | Open | | | Accounts Payable | T A P O | \$18,313.36 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | 9/27/25PR-RHS | | 10/07/2025 | 9/27/25PR-TAPO RHS DUES | | | \$18,313.36 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$18,313.36 | | |
| 165900 | 10/03/2025 | Open | | | Accounts Payable | T C E A | \$73.50 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | 9/27/25PR-BENEVO | | 10/03/2025 | 9/27/25PR-TCEA BENEVOLENCE DUES | | | \$73.50 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$73.50 | | |
| 165901 | 10/01/2025 | Open | | | Accounts Payable | DELTA DENTAL OF CALIFORNIA | \$7,921.80 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | BE006758029C | | 10/01/2025 | DELTA DENTAL CLAIMS FOR 9/19/25-9/25/25 | | | \$7,921.80 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | | \$7,921.80 | | |
| 165902 | 10/01/2025 | Open | | | Accounts Payable | DELTA DENTAL OF CALIFORNIA | \$3,924.07 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | BE006758029A | | 10/01/2025 | DENTAL PREMIUMS - SEPTEMBER 2025 | | | \$3,924.07 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | | \$3,924.07 | | |
| 165903 | 10/01/2025 | Open | | | Accounts Payable | UMR | \$2,264.04 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | 9/23-9/29-FY2025 | | 10/01/2025 | UMR CLAIMS FOR 9/23/25-9/29/25-FY 24/25 | | | \$2,264.04 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | | \$2,264.04 | | |
| 165904 | 10/01/2025 | Open | | | Accounts Payable | UMR | \$33,476.61 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | 9/23-9/29-FY2026 | | 10/01/2025 | UMR CLAIMS FOR 9/23/25-9/29/25-FY 25/26 | | | \$33,476.61 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | | \$33,476.61 | | |
| 165905 | 10/08/2025 | Open | | | Accounts Payable | DELTA DENTAL OF CALIFORNIA | \$7,838.20 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | BE006768052C | | 10/08/2025 | DELTA DENTAL CLAIMS FOR 9/26/25-10/2/25 | | | \$7,838.20 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | | \$7,838.20 | | |

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 |
|--------|-----------------------------|---------|-------------|--|------------------|----------------------------|-----------------------|----------------------|------------|
| 165906 | 10/08/2025 | Open | | | Accounts Payable | UMR | \$2,907.54 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | 9/30-10/6-FY2025 | | 10/08/2025 | UMR CLAIMS FOR 9/30/25-10/6/25-FY 24/25 | | | \$2,907.54 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | | \$2,907.54 | | |
| 165907 | 10/08/2025 | Open | | | Accounts Payable | UMR | \$81,173.71 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | 9/30-10/6-FY2026 | | 10/08/2025 | UMR CLAIMS FOR 9/30/25-10/6/25-FY 25/26 | | | \$81,173.71 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | | \$81,173.71 | | |
| 165908 | 10/14/2025 | Open | | | Accounts Payable | UMR | (\$1,115.63) | | |
| | | Invoice | Date | Description | | | Amount | | |
| | SEP25 COBRA REF | | 10/14/2025 | UMR SEPTEMBER COBRA REFUND | | | (\$1,115.63) | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | | (\$1,115.63) | | |
| 165909 | 10/14/2025 | Open | | | Accounts Payable | UMR | (\$16,537.94) | | |
| | | Invoice | Date | Description | | | Amount | | |
| | SEP25 RET REF | | 10/14/2025 | UMR SEPTEMBER 2025 RETIREE REFUND | | | (\$16,537.94) | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | | (\$16,537.94) | | |
| 165910 | 10/15/2025 | Open | | | Accounts Payable | DELTA DENTAL OF CALIFORNIA | \$8,032.70 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | BE006771140C | | 10/15/2025 | DELTA DENTAL CLAIMS FOR 10/3/25-10/9/25 | | | \$8,032.70 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | | \$8,032.70 | | |
| 165911 | 10/15/2025 | Open | | | Accounts Payable | UMR | (\$7,026.13) | | |
| | | Invoice | Date | Description | | | Amount | | |
| | 10/7-10/13-FY25 | | 10/15/2025 | UMR CLAIMS FOR 10/7/25-10/13/25-FY 24/25 | | | (\$7,026.13) | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | | (\$7,026.13) | | |
| 165912 | 10/15/2025 | Open | | | Accounts Payable | UMR | \$128,073.36 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | 10/7-10/13-FY26 | | 10/15/2025 | UMR CLAIMS FOR 10/7/25-10/13/25-FY 25/26 | | | \$128,073.36 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | | \$128,073.36 | | |
| 165913 | 10/17/2025 | Open | | | Accounts Payable | CA SDU | \$1,704.91 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | 10/11/25PR | | 10/17/2025 | 10/11/25PR-CHILD SUPPORT PAYMENT | | | \$1,704.91 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$1,704.91 | | |
| 165914 | 10/17/2025 | Open | | | Accounts Payable | GOLDEN ONE CREDIT UNION | \$2,897.00 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | 10/11/25PR | | 10/17/2025 | 10/11/25PR-GOLDEN 1 CU | | | \$2,897.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$2,897.00 | | |

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 |
|--------|-----------------------------|--------|-------------|--------------------------------|------------------|---|-----------------------|----------------------|------------|
| 165915 | 10/21/2025 | Open | | | Accounts Payable | ICMA-RC | \$113,752.79 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 10/11/25PR | | 10/21/2025 | 10/11/25PR-ICMA | | | \$113,752.79 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$113,752.79 | | |
| 165916 | 10/17/2025 | Open | | | Accounts Payable | INTERNAL REVENUE SERVICE | \$233,169.35 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 10/11/25PR | | 10/17/2025 | 10/11/25PR-FEDERAL TAXES | | | \$233,169.35 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$233,169.35 | | |
| 165917 | 10/17/2025 | Open | | | Accounts Payable | STATE OF CALIFORNIA - PR TAXES | \$73,059.98 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 10/11/25PR | | 10/17/2025 | 10/11/25PR-STATE TAXES | | | \$73,059.98 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$73,059.98 | | |
| 165918 | 10/17/2025 | Open | | | Accounts Payable | T A P O | \$6,852.78 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 10/11/25PR | | 10/17/2025 | 10/11/25PR-TAPO DUES | | | \$6,852.78 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$6,852.78 | | |
| 165919 | 10/17/2025 | Open | | | Accounts Payable | T C E A | \$2,997.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 10/11/25PR | | 10/17/2025 | 10/11/25PR-TCEA DUES | | | \$2,997.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$2,997.00 | | |
| 165920 | 10/17/2025 | Open | | | Accounts Payable | TFRA | \$6,814.80 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 10/11/25PR | | 10/17/2025 | 10/11/25PR-TFRA DUES | | | \$6,814.80 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$6,814.80 | | |
| 165921 | 10/17/2025 | Open | | | Accounts Payable | TURLOCK CITY FIRE INC | \$360.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 10/11/25PR | | 10/17/2025 | 10/11/25PR-FIRE INC DUES | | | \$360.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$360.00 | | |
| 165922 | 10/17/2025 | Open | | | Accounts Payable | TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC | \$110.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 10/11/25PR | | 10/17/2025 | 10/11/25PR-TURLOCK HEALTH CLUB | | | \$110.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$110.00 | | |
| 165923 | 10/21/2025 | Open | | | Accounts Payable | T A P O | \$18,470.28 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 10/11/25PR-RHS | | 10/21/2025 | 10/11/25PR-TAPO RHS DUES | | | \$18,470.28 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | \$18,470.28 | | |

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 |
|--------|-----------------------------|--------|-------------|---|------------------|--------------------------------------|-----------------------|----------------------|------------|
| 165924 | 10/17/2025 | Open | | | Accounts Payable | T C E A | \$74.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 10/11/25PR-BENEV | | 10/17/2025 | 10/11/25PR-TCEA BENEVOLENCE DUES | | \$74.00 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | \$74.00 | | | |
| 165925 | 10/21/2025 | Open | | | Accounts Payable | TFRA | \$10,455.26 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 10/11/25PR-RHS | | 10/21/2025 | 10/11/25PR-TFRA RHS DUES | | \$10,455.26 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | \$10,455.26 | | | |
| 165926 | 10/22/2025 | Open | | | Accounts Payable | DELTA DENTAL OF CALIFORNIA | \$5,755.80 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | BE006775763C | | 10/22/2025 | DELTA DENTAL CLAIMS FOR 10/10/25-10/16/25 | | \$5,755.80 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | \$5,755.80 | | | |
| 165927 | 10/22/2025 | Open | | | Accounts Payable | UMR | \$418.15 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | NOV 25 CUSTODIAL | | 10/22/2025 | UMR NOVEMBER 2025 CUSTODIAL AND BANKING FEE | | \$418.15 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | \$418.15 | | | |
| 165928 | 10/22/2025 | Open | | | Accounts Payable | UMR | \$1,610.66 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 10/14-10/20-FY25 | | 10/22/2025 | UMR CLAIMS FOR 10/14/25-10/20/25-FY 24/25 | | \$1,610.66 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | \$1,610.66 | | | |
| 165929 | 10/22/2025 | Open | | | Accounts Payable | UMR | \$121,727.87 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 10/14-10/20-FY26 | | 10/22/2025 | UMR CLAIMS FOR 10/14/25-10/20/25-FY 25/26 | | \$121,727.87 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | \$121,727.87 | | | |
| 165930 | 10/22/2025 | Open | | | Accounts Payable | UMR | \$164,433.47 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | NOV 25 PREM | | 10/22/2025 | UMR NOVEMBER 2025 HEALTH PREMIUMS | | \$164,433.47 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | \$164,433.47 | | | |
| 165931 | 10/27/2025 | Open | | | Accounts Payable | SUN LIFE ASSURANCE COMPANY OF CANADA | \$19,959.96 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | NOV 2025 | | 10/27/2025 | LTD AND LIFE INSURANCE - NOVEMBER 2025 | | \$19,959.96 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | \$19,959.96 | | | |
| 165932 | 10/28/2025 | Open | | | Accounts Payable | UMR | (\$80.98) | | |
| | Invoice | | Date | Description | | Amount | | | |
| | SEP25 OSR REFUND | | 10/28/2025 | SEPTEMBER 2025 OSR REFUND | | (\$80.98) | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | (\$80.98) | | | |

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 |
|--------|------------|-----------------------------|-------------|---|------------------|--------------------------------|-----------------------|----------------------|------------|
| 165933 | 10/29/2025 | Open | | | Accounts Payable | DELTA DENTAL OF CALIFORNIA | \$8,146.50 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | | BE006797633C | 10/29/2025 | DELTA DENTAL CLAIMS FOR 10/17/25-10/23/25 | | | \$8,146.50 | | |
| | | Paying Fund | | Cash Account | | | Amount | | |
| | | 511 - Health Care | | 511.11000 (Cash) | | | \$8,146.50 | | |
| 165934 | 10/29/2025 | Open | | | Accounts Payable | DELTA DENTAL OF CALIFORNIA | \$3,945.81 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | | BE006797633A | 10/29/2025 | DENTAL PREMIUMS - OCTOBER 2025 | | | \$3,945.81 | | |
| | | Paying Fund | | Cash Account | | | Amount | | |
| | | 511 - Health Care | | 511.11000 (Cash) | | | \$3,945.81 | | |
| 165935 | 10/29/2025 | Open | | | Accounts Payable | UMR | \$193.71 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | | 10/21-10/27-FY25 | 10/29/2025 | UMR CLAIMS FOR 10/21/25-10/27/25-FY 24/25 | | | \$193.71 | | |
| | | Paying Fund | | Cash Account | | | Amount | | |
| | | 511 - Health Care | | 511.11000 (Cash) | | | \$193.71 | | |
| 165936 | 10/31/2025 | Open | | | Accounts Payable | GOLDEN ONE CREDIT UNION | \$2,897.00 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | | 10/25/25PR | 10/31/2025 | 10/25/25PR-GOLDEN 1 CU | | | \$2,897.00 | | |
| | | Paying Fund | | Cash Account | | | Amount | | |
| | | 104 - Payroll Clearing Fund | | 104.11000 (Cash) | | | \$2,897.00 | | |
| 165937 | 10/31/2025 | Open | | | Accounts Payable | CA SDU | \$1,704.91 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | | 10/25/25PR | 10/31/2025 | 10/25/25PR-CHILD SUPPORT PAYMENT | | | \$1,704.91 | | |
| | | Paying Fund | | Cash Account | | | Amount | | |
| | | 104 - Payroll Clearing Fund | | 104.11000 (Cash) | | | \$1,704.91 | | |
| 165938 | 10/31/2025 | Open | | | Accounts Payable | INTERNAL REVENUE SERVICE | \$233,795.62 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | | 10/25/25PR | 10/31/2025 | 10/25/25PR-FEDERAL TAXES | | | \$233,795.62 | | |
| | | Paying Fund | | Cash Account | | | Amount | | |
| | | 104 - Payroll Clearing Fund | | 104.11000 (Cash) | | | \$233,795.62 | | |
| 165939 | 10/31/2025 | Open | | | Accounts Payable | STATE OF CALIFORNIA - PR TAXES | \$73,195.17 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | | 10/25/25PR | 10/31/2025 | 10/25/25PR-STATE TAXES | | | \$73,195.17 | | |
| | | Paying Fund | | Cash Account | | | Amount | | |
| | | 104 - Payroll Clearing Fund | | 104.11000 (Cash) | | | \$73,195.17 | | |
| 165940 | 10/16/2025 | Open | | | Accounts Payable | EMPLOYMENT DEVELOP DEPT | \$9,123.00 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | | L1565872176 | 10/16/2025 | UNEMPLOYMENT CHARGES FOR 7/1/25-9/30/25 | | | \$9,123.00 | | |
| | | Paying Fund | | Cash Account | | | Amount | | |
| | | 512 - Casualty Insurance | | 512.11000 (Cash) | | | \$9,123.00 | | |
| 165941 | 10/29/2025 | Open | | | Accounts Payable | UMR | \$152,638.35 | | |
| | | Invoice | Date | Description | | | Amount | | |
| | | 10/21-10/27-FY26 | 10/29/2025 | UMR CLAIMS FOR 10/21/25-10/27/25-FY 25/26 | | | \$152,638.35 | | |
| | | Paying Fund | | Cash Account | | | Amount | | |
| | | 511 - Health Care | | 511.11000 (Cash) | | | \$152,638.35 | | |

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 |
|--------|-------------------|--------|-------------|----------------------------|------------------|------------------|-----------------------|----------------------|------------|
| 165942 | 10/31/2025 | Open | | | Accounts Payable | Optum Bank, Inc. | \$23,096.26 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 9/27/25PR | | 10/03/2025 | 9/27/25PR-HSA EE & ER | | \$11,490.84 | | | |
| | 10/11/25PR | | 10/17/2025 | 10/11/25PR-HSA EE & ER | | \$11,605.42 | | | |
| | Paying Fund | | | Cash Account | | Amount | | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | \$23,096.26 | | | |

Type EFT Totals:
PR - Payroll Account Totals

55 Transactions

\$2,737,142.36

| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
|------|--------------|-----------|-----------------------|-------------------|
| | Open | 55 | \$2,737,142.36 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Total | 55 | \$2,737,142.36 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|-----------|-----------------------|-------------------|
| | Open | 55 | \$2,737,142.36 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 55 | \$2,737,142.36 | \$0.00 |

Grand Totals:

| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
|------|--------------|-----------|-----------------------|-------------------|
| | Open | 55 | \$2,737,142.36 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Total | 55 | \$2,737,142.36 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|-----------|-----------------------|-------------------|
| | Open | 55 | \$2,737,142.36 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 55 | \$2,737,142.36 | \$0.00 |

City Council Meeting Minutes



January 27, 2026

6:00 PM

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

1. CALL TO ORDER

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

2. SALUTE TO THE FLAG

3. ROLL CALL AND DECLARATION OF CONFLICTS

Present: Councilmembers Cassandra Abram, Kevin Bixel, Erika Phillips, Vice Mayor Rebecka Monez and Mayor Amy Bublak (via phone)

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

Action: Approved **Motion:** Approval of Agenda as amended by removing Action item 11E, motioned by Councilmember Phillips, seconded by Councilmember Abram and carried 3/2 by the following vote:

| Councilmember Abram | Councilmember Bixel | Vice Mayor Monez | Councilmember Phillips | Mayor Bublak |
|---------------------|---------------------|------------------|------------------------|--------------|
| No | No | Yes | Yes | Yes |

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

- A. Turlock Partnership Incentive Program Check Presentation: Javier Padilla CPA, Inc. (Economic Development)

Economic Development Director Sims presented the item and congratulated Javier Padilla, CPA, for completing the program.

- B. Industrial Ratepayer Assistance Program Presentation (Municipal Services)

Municipal Services Director Fisher presented the item.

6. PUBLIC PARTICIPATION

Vice Mayor Monez opened public comment and the following members of the public spoke:

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Alyssa Samaripa
Kris Richter
Milt Trieweiler
Ron Bridegroom

With no further comments, Vice Mayor Monez closed public comment.

7. CITY MANAGER REPORTS/UPDATES

Interim City Manager Borrego reported that the Community Engagement meetings regarding the Americans with Disabilities Transition Plan will take place in February. She also advised the Small Business Funding Expo in which the City of Turlock is co-hosting with the Small Business Development Center and the Turlock Chamber will take place soon. In addition, Borrego mentioned that seven firefighters have been hired recently within the City of Turlock. Lastly, the Economic Development Strategic Plan is available on City of Turlock's website.

8. CONSENT CALENDAR

Vice Mayor Monez opened public comment and the following members of the public spoke:

Milt Trieweiler spoke on item 8E

With no further comments, Vice Mayor Monez closed public comment.

Action: Motion: by Councilmember Abram, seconded by Councilmember Bixel, to adopt the amended Consent Calendar by pulling item 8E for separate consideration, and carried 5/0 by the following vote:

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

- A. Accepting the Weekly demands of January 1, 2026, through January 15, 2026, in the total amount of \$7,754,830.05, and the Investment and Cash report for November and December 2025 in the total amount of \$626,067,322.35 (Finance)

Action: Approved Motion: Accepting the Weekly demands of January 1, 2026, through January 15, 2026, in the total amount of \$7,754,830.05, and the Investment and Cash report for November 2025 in the amount of \$313,667,916.05 and December 2025 in the amount of \$312,399,406.30

- B. Accepting the Minutes of the January 13, 2026 City Council Meeting, the Minutes of the January 14, 2026 City Council Special Meeting, and the Minutes of the January 22, 2026 City Council Special Meeting (City Clerk)

Action: Approved Motion: Accepting the Minutes of the January 13, 2026 City Council Meeting, the Minutes of the January 14, 2026 City Council Special Meeting, and the Minutes

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of the January 22, 2026 City Council Special Meeting

- C. Accepting improvements for City Project 24-033 "Transit Center EV Chargers" and authorizing the City Engineer to file a Notice of Completion (Engineering)

Action: Approved **Motion:** Accepting improvements for City Project No. 24-033 "Transit Center EV Chargers" and authorizing the City Engineer to file a Notice of Completion

- D. Awarding bid and approving an agreement with Safe-T-Lite of Modesto, Inc. for the rental of traffic control devices (Maintenance)

Action: Approved **Motion:** Approving an agreement (City Contract No. 2026-104) with Safe-T-Lite of Modesto, Inc. in response to RFB No. 25-012, for rental of traffic control devices for five (5) years, with a total amount not to exceed \$300,000, to be funded by a particular applicant, project or event

- E. Authorizing a five-year banking services contract with WestAmerica Bank, in a form approved by the City Attorney, up to \$300,000 annually, with a five-year extension option (Finance)

This item was pulled for separate consideration.

- F. Approving an Agreement with L.N. Curtis & Sons for Miscellaneous Fire/Rescue Equipment for One Year Not to Exceed an Annual Amount of \$100,000 (Fire Department)

Action: Approved **Motion:** Authorizing the City Manager to enter into an agreement with L.N. Curtis & Sons for the purchase of miscellaneous fire/rescue equipment for a term of one (1) year in an amount not to exceed \$100,000.00.

8E. Authorizing the City Manager to enter into a contract for banking services with WestAmerica Bank, in a form approved by the City Attorney, for five (5) years through January 31, 2031, in an amount not to exceed \$300,000 annually with an option to extend the contract for five (5) additional years, with total compensation not to exceed \$3,000,000 if the option to extend is exercised.

Vice Mayor Monez opened public comment and the following members of the public spoke:

Milt Trieweiler

With no further comments, Vice Mayor Monez closed public comment.

Motioned by Councilmember Abram, seconded by Councilmember Phillips, and carried 5/0 by the following vote:

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

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Action: Approved **Motion:** Authorizing the City Manager to enter into a contract for banking services with WestAmerica Bank, in a form approved by the City Attorney, for five (5) years through January 31, 2031, in an amount not to exceed \$300,000 annually with an option to extend the contract for five (5) additional years, with total compensation not to exceed \$3,000,000 if the option to extend is exercised.

9. FINAL READINGS

None

10. PUBLIC HEARINGS

None

11. ACTION ITEMS

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

Risk Management Director Loehr presented the item in collaboration with Jeffrey Lewis, President of Legacy Health Endowment.

Vice Mayor Monez opened public comment and the following members of the public spoke:

Rob Bridegroom

With no further comments, Vice Mayor Monez closed public comment.

Motioned by Councilmember Abram, seconded by Vice Mayor Monez and carried 4/1 by the following vote:

| Councilmember Abram | Councilmember Bixel | Vice Mayor Monez | Councilmember Phillips | Mayor Bublak |
|------------------------|------------------------|------------------|---------------------------|--------------|
| No | Yes | Yes | Yes | Yes |

Action: Approved **Resolution No. 2025-012:** Authorize 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 account 119-10-188.43060_000 "Contract Services General".

- B. Approving the Measure A Annual Accountability Report for the Fiscal Year 2024-2025 (Finance)

Acting Deputy City Manager and Finance Director Moreno presented the item and invited Measure A Chair Shields to provide additional information.

Vice Mayor Monez opened public comment and the following members of the public spoke:

Milt Trieweiler

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Ron Bridegroom
Mary Jackson

With no further comments, Vice Mayor Monez closed public comment.

Mayor Bublak left the meeting at 7:01 PM.

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 | Yes | Yes | Absent — Due to technical difficulties |

Action: Approved **Motion:** Approving the Measure A Annual Accountability Report for the Fiscal Year 2024-2025

Vice Mayor Monez called for a 5-minute break at 6:57 PM.

Mayor Bublak left the meeting at 7:01 PM.

Vice Mayor called the meeting back to order at 7:03 PM.

- C. Authorizing the Sale of Properties Located at 573 Birchwood Way and 591 Birchwood Way to a Non-Profit Organization (Housing)

Housing Program Manager Figueroa presented the item and advised that there was a green sheet for this item.

Vice Mayor Monez opened public comment and the following members of the public spoke:

Kim Ryan
Ron Bridegroom

With no further comments, Vice Mayor Monez 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 | Yes | Yes | Absent |

Action: Approved **Resolution No. 2025-013:** Approving the purchase and sale agreement and joint escrow instructions, loan agreement, regulatory agreement, promissory note, deed of trust, and grant deed for the sale of the property located at 573 Birchwood Way, Turlock (APN 043-055-049), to be sold

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to Great Valley Housing Development Corporation, a non-profit organization, in the amount of \$420,000, subject to the terms and conditions as outlined in Attachment B and authorize the Interim City Manager to sign all necessary documents to effectuate the transaction.

Action: Approved **Resolution No. 2025-014:** Approving the purchase and sale agreement and joint escrow instructions, loan agreement, regulatory agreement, promissory note, deed of trust, and grant deed for the sale of the property located at 591 Birchwood Way, Turlock (APN 043-055-048), to be sold to Great Valley Housing Development Corporation, a non-profit organization, in the amount of \$410,000, subject to the terms and conditions as outlined in Attachment C and authorize the City Manager to sign all necessary documents to effectuate the transaction.

D. Adopting Reduced Capital Facilities Fees to Promote Business Growth (Finance)

Acting Deputy City Manager & Finance Director Moreno presented the item.

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

Amended Motion by Councilmember Abram to continue the item to the second meeting in February, 2/24/2026, seconded by Vice Mayor Monez, and carried 4/0 by the following vote:

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

Action: Item was continued to the second meeting in February, 2/24/2026.

E. Authorizing to Allow Modesto Fire Administration Services Agreement to Conclude on June 30, 2026 without Executing Two-Year Extension (Finance)

Item Pulled

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

F. Authorizing Agreement with Badger Meter, Inc. for the Purchase of Water Meters for \$6,218,334.28, to be Expensed from Fund 420 "Water" (Utilities)

Municipal Director Fisher presented the item.

Vice Mayor Monez opened public comment and the following members of the public spoke:

John Gabelon
Milt Trieweiler

With no further comments, Vice Mayor Monez closed public comment.

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

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

Action: Approved **Motion:** Approving an agreement (City Contract No. 2026-119) with Badger Meter, Inc. in a form approved by the City Attorney, in response to RFP No. 25-010, for the purchase of water meters for a period not-to-exceed four (4) years and one (1) optional one-year extension for a total not-to-exceed amount of \$6,218,334.28, to be expensed from Fund 420 "Water"

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

Municipal Services Director Fisher presented the item.

Risk Management Director Loehr responded to questions from Council.

Vice Mayor Monez opened public comment and the following members of the public spoke:

Tom Mickelsen
Milt Trieweiler
Bob Puffer
Name not provided

With no further comments, Vice Mayor Monez closed public comment.

Motioned by Councilmember Abram, seconded by Vice Mayor Monez and carried 4/0 by the following vote:

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

Action: Approved **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".

Action: Approved **Resolution No. 2025-015:** 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

12. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS

Vice Mayor Monez welcomed the seven newly hired firefighters.

13. CLOSED SESSION

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
Tuesday, January 27, 2026**

- A. Public Employee Resignation/Discipline/Dismissal/Release, Cal Gov't Code §54957
- B. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."
Agency Designated Representative: Interim City Manager, Sue Borrego
Employee Organization: Turlock Management Association-Public Safety

14. REPORTS FROM CLOSED SESSION

None

15. ADJOURNMENT

Vice Mayor Monez adjourned the meeting at 8:27 PM.

Respectfully Submitted,

Christina Cabada, Deputy City Clerk

City Council Staff Report
February 10, 2026



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

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 21-033 "Slurry Seals 2023" and authorizing the City Engineer to file a Notice of Completion.

2. NARRATIVE:

Several assessment districts within the City include a roadway maintenance element with slurry seal treatments applied regularly to preserve pavement conditions and avoid more costly rehabilitation. The scope of City Project No. 21-033 "Slurry Seals 2023" included crack treatment, grinding asphalt near pedestrian curb ramps, slurry seal, and pavement striping and markings.

The City Council awarded the agreement to VSS International in September 2023. After the required time for execution of the agreement and reviewing and approving product submittals, construction was deferred until Spring 2024 due to wet weather conditions in late 2023. While most work was completed in 2024, the contractor was slow to address punch list items and unresponsive at several key points particularly relating to the tallying and approval of actual quantities placed and their inclusion in the final change order. This caused an extensive delay in the closeout process and increased the amount of staff time necessary to compile, tabulate and obtain concurrence of the final quantities, and negotiate the final change order. City staff actively managed the project through regular follow-ups, meetings, and direct coordination with subcontractors to verify work and reconcile final quantities. City Staff enforced liquidated damages (LDs) on VSS via Contract Change Order No. 4 that resulted in charges of \$64,000 (32 days over contract * \$2,000 of LDs per day).

A contingency amount for change orders in the amount of \$200,000 was approved with award of the construction agreement. Change orders totaled \$78,548.90, or 39% of the approved contingency amount.

Change Order Summary:

| | Amount | Approval Date |
|--------------------------------|-----------------------|------------------|
| Original Contract | \$3,312,000.00 | October 10, 2023 |
| Change Order No. 1 | \$23,501.80 | June 12, 2024 |
| Change Order No. 2 | \$13,155.13 | June 12, 2024 |
| Change Order No. 3 | \$11,962.50 | August 5, 2024 |
| Change Order No. 4 | \$29,929.47 | December 2, 2025 |
| Adjusted Total Contract | \$3,390,548.90 | |

All change orders were approved by the City Engineer in accordance with the City's change order policy identified in Resolution No. 2023-070 and Resolution No. 2025-007. In accordance with the resolutions, a summary of work included in contract change orders is

provided below:

- Contract Change Order 1 in the amount of \$23,501.80 included additional work for the grinding of existing striping and the installation of new high visibility crosswalk striping at the intersection of Christoffersen Pkwy and N Mountain View Road near Pitman High School.
- Change Order No. 2 in the amount of \$13,155.13 included a change in the slurry seal material from Type II to Type I for the bike path adjacent to Taylor Road and west of Geer Road to increase smoothness.
- Change Order No. 3 in the amount of \$11,962.50 included changes in striping at the intersection of Countryside Drive and Fulkerth Road to prevent left turns from northbound Countryside Drive into the driveway near the new Starbucks.
- Change Order No. 4 (Final) in the amount of \$29,929.47 includes the following:
 - o Final quantities adjustment reconciling bid quantities with actual quantities placed.
 - o Assessment of delay damages due to the contractor exceeding the allotted contract time by 32 days (-\$64,000).

City staff requests Council's authorization for the City Engineer to file a Notice of Completion.

3. FISCAL IMPACT / BUDGET AMENDMENT:

NOTE: No General Fund money was used for this project.

Fund 246 "Landscape Assessment" general ledger account number 246-60-600.43700 "Slurry Seals" is the designated account for all project expenses.

The total project costs are presented in the table below.

| | |
|--|-----------------------|
| Preliminary Engineering -City Staff | \$ 103,454.00 |
| Original Construction Contract Total -VSS International | \$3,312,000.00 |
| Contract Change Orders -VSS International | \$ 78,548.90 |
| Construction Engineering -City Staff | \$ 178,000.00 |
| Miscellaneous | \$ 13,106.24 |
| Total Project Costs | \$3,685,109.14 |

The total project costs before and in Fiscal Year 2025-26 are presented in the table below.

| | |
|------------------------------------|-----------------------|
| Project Expenses prior to FY 25-26 | \$3,235,741.09 |
| Project Expenses in FY 25-26 | \$ 449,368.05 |
| Total Project Costs | \$3,685,109.14 |

There is adequate funding remaining in the project account number for remaining expenses and no additional funds are necessary or requested to be appropriated at this time.

4. ENVIRONMENTAL DETERMINATION:

This action is exempt from CEQA per Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines as this section exempts projects that involve negligible expansion of use of the existing facility. This project includes the repair and replacement of existing pipelines and manholes and does not include an expansion of land use.

5. ATTACHMENTS:

1. Notice of Completion 21-033
2. Final Quantities

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
OFFICE OF THE CITY CLERK
156 S. BROADWAY, SUITE 230
TURLOCK, CA 95380-5454

**NOTICE OF COMPLETION
CITY PROJECT NO. 21-033
Slurry Seals 2023**

Notice is hereby given that work on the above-referenced project located in various assessment district roads in Turlock, California, was completed by the undersigned agency on February 10, 2026. The contractor of work is VSS International of West Sacramento, 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 February 11, 2026 at Turlock, California, Stanislaus County

Slurry Seals 2023 21-033
 Status: Approved

Payment Num P-3

Date From:

7/1/2025 Date To:

12/2/2025

| Item Number | Description | Unit of Measure | Original Quantity | Current Quantity | Previously Approved | Quantity this Period | Unit Cost | Total Cost | Quantity to Date | Percent Complete | Retention |
|------------------------------|---|-----------------|-------------------|------------------|---------------------|----------------------|----------------|----------------|------------------|------------------|---------------|
| 21-033 Bid Schedule | | | | | | | | | | | |
| 1 | Mobilization | LS | 1 | 1 | 0.8 | 0.2 | \$ 46,963.62 | \$ 9,392.72 | 1 | 100 | \$ 469.64 |
| 2 | Remove Existing Improvements | LS | 1 | 1 | 1 | 0 | \$317,000.00 | \$ - | 1 | 100 | \$ - |
| 3 | Public Notices | LS | 1 | 1 | 1 | 0 | \$ 35,000.00 | \$ - | 1 | 100 | \$ - |
| 4 | Traffic Control | LS | 1 | 1 | 0.8 | 0.2 | \$218,700.00 | \$ 43,740.00 | 1 | 100 | \$ 2,187.00 |
| 5 | Slurry Seal (Type II) | SY | 591805 | 566984 | 566984 | 30996 | \$ 2.07 | \$ 64,161.72 | 597980 | 100 | \$ 3,208.09 |
| 6 | Slurry Seal (Type II - PMCQS) | SY | 100593 | 100593 | 100593 | 0 | \$ 2.15 | \$ - | 100593 | 100 | \$ - |
| 7 | Street Sweeping | LS | 1 | 1 | 0.75 | 0.25 | \$ 60,000.00 | \$ 15,000.00 | 1 | 100 | \$ 750.00 |
| 8 | Temporary Striping and Markings | LS | 1 | 1 | 1 | 0 | \$ 15,120.00 | \$ - | 1 | 100 | \$ - |
| 9 | Blue Fire Hydrant Marker (Type BB) | EA | 381 | 394 | 263 | 131 | \$ 21.60 | \$ 2,829.60 | 394 | 100 | \$ 141.48 |
| 10 | Thermoplastic Pavement Markings - Crosswalks (Yellow) | SF | 7274 | 8514 | 3832 | 5109 | \$ 9.72 | \$ 49,659.48 | 8941 | 100 | \$ 2,482.97 |
| 11 | Thermoplastic Pavement Markings - Crosswalks (White) | SF | 11748 | 14003 | 7887 | 6116 | \$ 9.72 | \$ 59,447.52 | 14003 | 100 | \$ 2,972.38 |
| 12 | Thermoplastic Markings (White) | SF | 8043 | 12201 | 5764 | 6437 | \$ 9.72 | \$ 62,567.64 | 12201 | 100 | \$ 3,128.38 |
| 13 | Thermoplastic Striping (12" White) | LF | 3580 | 3700 | 2270 | 1430 | \$ 8.64 | \$ 12,355.20 | 3700 | 100 | \$ 617.76 |
| 14 | Grinding at Ramps | EA | 434 | 432 | 434 | -2 | \$ 246.36 | \$ (492.72) | 432 | 100 | \$ (24.64) |
| 15 | Crack Sealing | SY | 692398 | 597980 | 692398 | -94418 | \$ 0.50 | \$ (47,209.00) | 597980 | 100 | \$ (2,360.45) |
| 16 | Detail 9 | LF | 28805 | 30532 | 19220 | 11312 | \$ 1.62 | \$ 18,325.44 | 30532 | 100 | \$ 916.27 |
| 17 | Detail 12 | LF | 3024 | 3024 | 3024 | -1770 | \$ 1.62 | \$ (2,867.40) | 1254 | 41.46 | \$ (143.37) |
| 18 | Detail 22 | LF | 34977 | 30491 | 20422 | 10069 | \$ 4.32 | \$ 43,498.08 | 30491 | 100 | \$ 2,174.90 |
| 19 | Detail 26 | LF | 43350 | 26011 | 23555 | 2456 | \$ 1.08 | \$ 2,652.48 | 26011 | 100 | \$ 132.62 |
| 20 | Detail 27B | LF | 1867 | 3503 | 1867 | 1636 | \$ 2.16 | \$ 3,533.76 | 3503 | 100 | \$ 176.69 |
| 21 | Detail 30 | LF | 479 | 197 | 0 | 197 | \$ 7.56 | \$ 1,489.32 | 197 | 100 | \$ 74.47 |
| 22 | Detail 32 | LF | 4811 | 8246 | 4811 | 3435 | \$ 3.24 | \$ 11,129.40 | 8246 | 100 | \$ 556.47 |
| 23 | Detail 37B | LF | 1165 | 1165 | 1055 | 438 | \$ 3.24 | \$ 1,419.12 | 1493 | 128.15 | \$ 70.96 |
| 24 | Detail 38 | LF | 11183 | 13959 | 11183 | 2776 | \$ 2.70 | \$ 7,495.20 | 13959 | 100 | \$ 374.76 |
| 25 | Detail 38A | LF | 1400 | 3091 | 1400 | 1691 | \$ 2.43 | \$ 4,109.13 | 3091 | 100 | \$ 205.46 |
| 26 | Detail 39 | LF | 28835 | 34690 | 28835 | 5855 | \$ 2.16 | \$ 12,646.80 | 34690 | 100 | \$ 632.34 |
| 27 | Detail 39A | LF | 4838 | 8373 | 4838 | 3535 | \$ 2.16 | \$ 7,635.60 | 8373 | 100 | \$ 381.78 |
| 28 | Detail 40 | LF | 480 | 580 | 0 | 580 | \$ 2.70 | \$ 1,566.00 | 580 | 100 | \$ 78.30 |
| 29 | Green MMA Paint | SF | 1259 | 1259 | 0 | 1816 | \$ 12.96 | \$ 23,535.36 | 1816 | 144.24 | \$ 1,176.77 |
| 30 | Roadside Sign R1-1 (Stop Sign) | EA | 1 | 0 | 0 | 0 | \$ 513.00 | \$ - | 0 | 0 | \$ - |
| 31 | All other work not included in other bid items | LS | 1 | 1 | 0 | 1 | \$ 21,600.00 | \$ 21,600.00 | 1 | 100 | \$ 1,080.00 |
| Change Orders | | | | | | | | | | | |
| 32 - CO# 01 | CCO 1.1 - Additional Mobilization | LS | 1 | 1 | 0 | 1 | \$ 5,483.00 | \$ 5,483.00 | 1 | 100 | \$ 274.15 |
| 33 - CO# 01 | CCO 1.2 - Additional Striping Removal | LS | 1 | 1 | 0 | 1 | \$ 3,483.00 | \$ 3,483.00 | 1 | 100 | \$ 174.15 |
| 34 - CO# 01 | CCO 1.3 - Additional Traffic Control | LS | 1 | 1 | 0 | 1 | \$ 2,483.00 | \$ 2,483.00 | 1 | 100 | \$ 124.15 |
| 35 - CO# 02 | CCO 2.1 - Type 1 Slurry Seal | SY | 24821 | 24821 | 0 | 24821 | \$ 2.60 | \$ 64,534.60 | 24821 | 100 | \$ 3,226.73 |
| 36 - CO# 03 | CCO 3.1 Delineators | EA | 27 | 27 | 0 | 27 | \$ 385.00 | \$ 10,395.00 | 27 | 100 | \$ 519.75 |
| 37 - CO# 03 | CCO 3.2 - R3-2 No Left Turn Sign | EA | 1 | 1 | 0 | 1 | \$ 577.50 | \$ 577.50 | 1 | 100 | \$ 28.88 |
| 38 - CO# 03 | CCO 3.3 - Traffic Control for Installation | LS | 1 | 1 | 0 | 1 | \$ 990.00 | \$ 990.00 | 1 | 100 | \$ 49.50 |
| 39 - CO# 04 | CCO 4.1 - Liquidated Damages | LS | 1 | 1 | 0 | 1 | \$ (64,000.00) | \$ (64,000.00) | 1 | 100 | \$ (3,200.00) |
| 40 - CO# 04 | CCO 4.2 - Traffic Control for Plan 14 | LS | 1 | 1 | 0 | 1 | \$ 800.00 | \$ 800.00 | 1 | 100 | \$ 40.00 |
| 21-033 Bid Schedule Subtotal | | | | | | | | \$453,966.55 | | | |

City Council Staff Report

February 10, 2026



From: Christopher Fisher, Municipal Services Director
Prepared by: James Governale, Management Analyst
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing expenditures for the purchase of fleet vehicles through State of California Department of General Services statewide fleet vehicle contracts, in an amount not to exceed \$2,500,000 in total across all contracts, for the duration of each respective contract

2. NARRATIVE:

The City of Turlock periodically purchases fleet vehicles necessary to support municipal operations, including public safety, public works, utilities, and other City departments. These purchases are an essential component of maintaining service levels, replacing aging vehicles, and ensuring operational reliability and safety.

The City currently maintains approximately 464 active pieces of equipment, including cars, trucks, buses, trailers, and off-road equipment. On average, most vehicles are replaced at least every 15 years, with emergency vehicles replaced on a more accelerated schedule. In FY 2024–25, approximately \$2.8 million was budgeted for fleet purchases eligible for state contract use, reflecting a catch-up year due to COVID-related delays from prior fiscal years. In the current fiscal year, approximately \$1.7 million is budgeted for purchases that may be eligible for state contract use. Looking ahead to the next fiscal year, although not yet budgeted, it is reasonable to anticipate approximately \$2.0 million in similar eligible purchases. For the remainder of the current fiscal year, approximately \$200,000 in fleet purchases remain outstanding. Given continued volatility in the automotive market, a reasonable cushion has been applied, resulting in a proposed not-to-exceed amount of \$2.5 million.

The California Department of General Services (DGS) competitively bids and awards statewide fleet vehicle contracts that establish pricing, terms, and conditions for vehicle purchases by state and local governmental agencies. Turlock Municipal Code Section 2-7-08(b)(5) authorizes the City to utilize cooperative purchasing agreements that have been competitively awarded by another public agency, allowing the City to purchase vehicles without conducting a separate formal bid process.

Utilization of DGS statewide fleet vehicle contracts allows the City to procure vehicles in a timely and cost-effective manner while remaining compliant with applicable procurement requirements. These contracts provide standardized pricing, reduce administrative effort, and ensure consistency with state procurement standards. The proposed authorization would apply to purchases made during the base term of the applicable contracts, as well as any extensions or renewals exercised by the State of California.

Due to the cumulative cost of fleet vehicle purchases under one or more statewide contracts,

total expenditures may exceed the City Manager's purchasing authority and therefore require City Council approval. The proposed not-to-exceed amount is based on recent fleet replacement activity and anticipated future purchases eligible under DGS statewide fleet vehicle contracts. Adoption of the proposed resolution would authorize expenditures of up to \$2,500,000 in total across all applicable contracts over the remaining term of each contract, ensuring continued operational efficiency while maintaining appropriate City Council oversight.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Approval of this resolution authorizes expenditures of up to \$2,500,000 in total across all DGS statewide fleet vehicle contracts. Vehicle purchases will be funded through existing, Council-approved departmental vehicle replacement budgets. This action does not authorize a new appropriation, and all purchases will remain subject to available budgeted funds. Lastly, this authorization represents a cumulative not-to-exceed amount and does not establish an annual spending limit.

4. ENVIRONMENTAL DETERMINATION:

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

5. ATTACHMENTS:

1. Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF AUTHORIZING }
EXPENDITURES FOR THE PURCHASE OF }
FLEET VEHICLES THROUGH STATE OF }
CALIFORNIA DEPARTMENT OF GENERAL }
SERVICES STATEWIDE FLEET VEHICLE }
CONTRACTS, IN AN AMOUNT NOT TO }
EXCEED \$2,500,000 IN TOTAL ACROSS }
ALL CONTRACTS, FOR THE DURATION }
OF EACH RESPECTIVE CONTRACT }**

RESOLUTION NO. 2026-

WHEREAS, the City of Turlock periodically purchases vehicles necessary to support municipal operations, including public safety, public works, utilities, and other City departments; and

WHEREAS, the California Department of General Services (DGS), Procurement Division, competitively bids and awards statewide fleet vehicle contracts that establish pricing, terms, and conditions for the purchase of fleet vehicles by State and local governmental agencies; and

WHEREAS, Turlock Municipal Code Section 2-7-08(b)(5) authorizes the City to procure goods and services through cooperative purchasing agreements that have been competitively awarded by another public agency; and

WHEREAS, utilization of DGS statewide fleet vehicle contracts allows the City to obtain vehicles in a timely and cost-effective manner while maintaining compliance with applicable procurement requirements; and

WHEREAS, the cumulative cost of fleet vehicle purchases under one or more DGS statewide fleet vehicle contracts is expected 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 utilize the cooperative pricing available through the statewide fleet vehicle contracts 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 by the City Council of the City of Turlock as follows:

1. The City Council hereby authorizes expenditures for the purchase of fleet

vehicles through the following State of California Department of General Services statewide fleet vehicle contracts, in an amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) in total across all contracts, for the duration of each respective contract, including any extensions or renewals thereof authorized by the State of California Department of General Services:

- a. Fleet Vehicles – Cars, DGS Statewide Contract No. 1-22-23-10B-E;
 - b. Fleet Vehicles – Trucks, DGS Statewide Contract No. 1-22-23-20B-K;
 - c. Fleet Vehicles – Vans and SUVs, DGS Statewide Contract No. 1-22-23-23B-I; and
 - d. Alternate Fuel Fleet Vehicles, including cars, light-duty trucks, vans, SUVs, and medium- and heavy-duty vehicles, DGS Statewide Contract No. 1-25-23-01A-Q.
 - e. Alternate Fuel Medium- and Heavy-Duty Vehicles, DGS Statewide Contract No. 1-23-23-22A-D & F-G.
2. Authorization under this resolution is limited to purchases made in accordance with the terms and conditions of the applicable DGS statewide fleet vehicle contract and shall expire upon termination or expiration of each respective contract.
 3. Purchases authorized by this resolution shall be administered in accordance with the City’s adopted purchasing policies and procedures.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of February, 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 Council Staff Report

February 10, 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. 18 for Task Order No. 9 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 \$56,008.94 to be funded by Fund 115 “Measure A – Roads” for Bid Package 1 for City Project No. 25-025 as “NV5 CM Task Order No. 9 for City Project No. 25-025, Bid Package 1”

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.

Contract documents for the rehabilitation of several street sections are currently being developed as two (2) bid packages for City Project No. 25-025 under a Task Order issued as an amendment to the Master Agreement for Engineering Design Services between the City of Turlock and Provost & Pritchard Consulting Group (City Contract No. 2023-110). Bid package 1 will be advertised in the near future and includes the following streets:

| 25-025 Bid Package 1 | | | | |
|-----------------------------|-----------------|------------------|--------------------|-----------------|
| Street Name | From | To | Length (ft) | District |
| E. Linwood Ave. | Lander Ave. | Baywood Ln. | 1,221.00 | 2 |
| | Baywood Ln. | Wagner Dr. | 939.00 | 2 |
| | Wagner Dr. | Amberwood Ave. | 407.00 | 2 |
| | Amberwood Ave. | 5th St. | 1,207.00 | 2 |
| | 5th St. | Crusher Ave. | 564.00 | 2 |
| | Crusher Ave. | County Line | 330.00 | 2 |
| Rosewood Dr. | Lander Ave. | Baywood Ln. | 1,151.00 | 2 |
| Baywood Ln. | E. Linwood Ave. | 1785 Baywood Ln. | 614.00 | 2 |
| Rockwood Ave. | 5th St. | 9th St. | 1,492.00 | 2 |
| Total Length | | | 7,925.00 | |

Since the design is still ongoing, critical items such as the final scope of construction work, the engineer’s estimate of construction costs, sequencing of construction, and number of working days are not yet available. Therefore, the proposed amendment for construction management and inspection services only includes the scope and fee for “Pre-Construction” activities. Once the design phase has progressed to a stage where sufficient information is available to develop a detailed scope of services, an amendment will be presented to the City Council for consideration and approval of the scope of services and fee associated with “Construction Management and Inspection” and “Post-Construction Services” activities.

“Pre-Construction” activities will commence shortly after approval of the proposed amendment and will continue through the start of construction.

The proposed Amendment provides the scope of services, associated fees, and schedule for the required services and 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 action will be \$56,008.94 which will be funded by Fund 115 “Measure A – Roads”, account number 115-10-115.43327 “Construction Management.”

Appropriate funds have been allocated during the Fiscal Year 2025-2026 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 action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) because it consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

5. ATTACHMENTS:

1. Amendment No. 18 for Task Order No. 9 under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc.



AMENDMENT NO. 18 FOR TASK ORDER NO. 9
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. 25-025; Bid Package 1

THIS AMENDMENT NO. 18 for Task Order No. 9 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. 9”). 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. 18.

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, City desires that Professional provide Pre-Construction services for Bid Package 1 for City Project No. 25-025 as “NV5 CM Task Order No. 9 for City Project No. 25-025, Bid Package 1;” and

WHEREAS, Pre-Construction services will commence shortly after approval of Amendment No. 18 and will continue through the start of construction; and

WHEREAS, Amendment No. 18 for Task Order No. 9 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 S**, 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 S** 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 S**.

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 S**.

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 S**. Any request for Services not included in **Exhibits A through S** 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 S**. 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. 18 shall not exceed Fifty-Six Thousand Eight Dollars and Ninety-Four Cents (\$56,008.94) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

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. 18 to be executed by and through their respective officers thereunto duly authorized.

PROFESSIONAL

NV5, INC., a California corporation

Lori Goodwin

By: _____
Lori Goodwin, Vice President

Date 01/20/2026

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
TASK ORDER #9 (PROJECT NO. 25-025)
PRE-CONSTRUCTION SERVICES
City of Turlock***

DESCRIPTION OF PROJECT

Provide pre-construction project management services for the City of Turlock Roads Program CIP Project No. 25-025.

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

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 Construction Management staff, and along with the Resident Engineer, will oversee the daily interaction with the Contractor, the City, and other public agencies.

NV5 shall complete the following pre-construction services:

Task 1: Pre-Construction Services

Task 1.1 Constructability Review

Objectives:

1. Achieve a full understanding of the project plans and specifications.
2. Identify potential discrepancies in the contract documents and recommend solutions to the Owner.

Description:

NV5 takes pride in their role in constructability reviews of project plans and specifications prior to advertisement for bids. Our constructability reviews provide an opportunity to offer input from a construction perspective to produce an improved set of plans and specifications and ultimately a more cost-effective project for the Owner. Our experience has shown that these constructability reviews lead to lower bids, reduced owner risks, fewer change orders, and fewer claims.

We utilize an 18-page constructability review spreadsheet that was developed in-house and is routinely updated based on lessons learned from our vast array of project experience. As part of the review process, we will review the plans and specifications to verify that the design as presented is complete and clear, poses no construction conflicts, and is economically feasible to build. We review contract documents from the contractor’s point of view. In general, we look for missing details, ambiguous or contradictory information, physical conflicts, and impractical constraints. Some of the general questions we ask are:

- Are the plans complete and free of conflict?
- Is there sufficient information for the contractor to build the project?
- Are the staging or traffic handling plans feasible?
- How will the contractor be paid?

In addition to identifying potential issues, we review the plans and specifications in an attempt to identify potential opportunities to accelerate construction or improve the contractor’s efficiencies. We thoroughly review the project staging to see if it can be modified or combined without affecting the overall objectives. We rely on our vast experience working closely with numerous agencies and contractors over the years to develop ideas that will benefit the project.

When potential issues or opportunities are identified, we will work with the City and the project’s designers to develop possible solutions and if necessary, implement plan changes or bid package addenda in a timely manner so as not to delay bid opening.

Deliverables:

Constructability review spreadsheet.

Task 1.2 Contractor Prequalification

Objectives:

1. Manage the contractor pre-qualification process in compliance with DIR’s guidelines.

Description:

NV5 will manage the contractor pre-qualification process using the procedures described in the DIR’s Public Works Pre-Qualification of Contractors process. We will ensure each prospective bidding contractor submits the DIR’s Pre-Qualification of Contractors Model Questionnaire. The questionnaires will be reviewed by the NV5 team, and each contractor will be scored utilizing the DIR’s Public Works Pre-Qualification of Contractors Scoring Worksheet. The results will be shared and reviewed with the City to make the final determination of which contractors are prequalified for the right to bid.

Deliverables:

Public Works Pre-Qualification of Contractors Scoring Worksheets.

Task 1.3 File Review

Objectives:

1. Review project files, including existing plans, quantity calculations, geotechnical reports, pavement design, etc.

Description:

During the pre-construction phase, NV5 will review the contract documents, including the plans, specifications, engineer’s estimate, schedule, RE pending file, environmental permits, geotechnical report, pavement design, and any other agreements. Our review will identify required submittals, order of work, any schedule constraints, restricted work windows and overall contract requirements. We will also independently verify estimated quantities for any large dollar bid items such as Hot Mix Asphalt, and identify any discrepancies found. The pavement design reports will be reviewed and compared to the contract documents for each project location to ensure the plans and specifications accurately reflect the design requirements.

Deliverables:

List of submittals.

Summary of any quantity or pavement design discrepancies found.

Task 1.4 Document Existing Conditions

Objectives:

1. Document existing conditions using photographic and video records at all job site locations prior to the start of construction activities.

Description:

Pre-construction documentation is a crucial tool for roadway reconstruction and rehabilitation projects to accurately document existing conditions of the roadways and adjacent improvements prior to the contractor commencing their scope of work. The records help protect the City from any inaccurate claims from adjacent property owners that the project activities damaged their facilities. They also assist in holding the contractor responsible for any damages they cause to adjacent City property, or property of adjacent private residences or businesses. For these specific projects, some items to document include existing conditions of curb and gutter, sidewalk, driveways, mailboxes, landscaping, signs, and street

lighting. In addition to the typical street level photographs, we utilize high-definition drone photography to capture a wide snapshot of the jobsite locations to ensure all existing conditions are documented.

Deliverables:

Digital photographs and videos of existing job site conditions, complete with captioned descriptions, locations, and notes.

Task 1.5 Schedule Review

Objectives:

1. Prepare a tentative schedule that identifies construction stages, utility relocations and all items that will be submitted by the Contractor for review and approval.

Description:

NV5 will prepare a project schedule for major construction activities broken into stage construction, sequencing of work and anticipated durations. In addition to the general construction activities, we will include utility relocations by others including notification timelines to meet specification requirements, identify all critical project submittals, and include any permit and agreement requirements. This schedule will be used in review of the Contractor's baseline schedule submittal.

Deliverables:

Preliminary schedule of construction activities.

Task 1.6 Draw Schedule

Objectives:

1. Develop, and maintain during the construction phase, a construction draw schedule based on the contractor's construction schedule and forecast cash flow requirements.

Description:

NV5 will prepare a construction draw schedule to assist the City of Turlock with forecasting cash flow requirements. It will be based on the Contractor's authorized construction schedule and will be updated on a regular basis as needed. NV5 regularly performs this task for many of our clients, including Stanislaus County and Merced County.

Deliverables:

Construction draw schedule.

Task 1.7 Pre-Construction Conference

Objectives:

1. Organize, and conduct, a pre-construction conference with the Contractor, Subcontractors, and City representatives to discuss the work involved, administrative matters, labor compliance, safety and accident prevention.
2. Answer questions from the contractors, and address issues that need to be resolved before work commences.

Description:

The NV5 Team will coordinate and facilitate a preconstruction conference with the construction contractor, subcontractors, the City, utility companies, and other stakeholders after contract approval and before start of work to review the project and discuss coordination efforts. This meeting will be used to establish managerial and administrative procedures with the contractor to ensure efficient startup and execution of the project. The project submittal list will be reviewed, and any time-critical submittals will be identified. Other discussion topics will include labor compliance, safety, and accident prevention. NV5 will prepare and distribute meeting minutes to all attendees, documenting the topics discussed at the preconstruction meeting.

Deliverables:

Written agenda for pre-construction conference, including project submittal list.
Electronic distribution of pre-construction meeting minutes to the attendees.

Task 1.8 Review Contractor Pre-Construction Submittals

Objectives:

1. Coordinate, document, and review pre-construction project submittals for their compliance with the project plans and specifications.

Description:

Contract provisions identify specific items to be provided by the contractor prior to the start of construction that are subject to review. When we receive these pre-construction submittals from the contractor, they will be stamped and logged in by date of receipt. The NV5 Team will then review the submittals or forward the submittals to the designer and the City, as appropriate.

A partial list of expected pre-construction submittals includes:

- Construction Schedule
- Traffic Control Plans & Pedestrian Detours
- SWPPP or WPCP
- Safety Program

Deliverables:

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

Task 1.9 Establish Project Procedures

Objectives:

1. Gain concurrence from the City regarding planned project procedures, tracking tools, construction forms and templates.
2. Provide a concise outline of regular tracking, correspondence and reporting activities with planned frequencies.

Description:

The Resident Engineer will discuss with the City all proposed tracking log templates, correspondence templates and construction forms to be used during administration of the project for review and input. The frequency of regular meetings and reporting needs will be understood based on the City's needs. We will also discuss correspondence procedures with the project designer, stakeholders, the public and other City staff. Once established, these project procedures will be summarized through Project Procedures Outline and will be maintained on file and updated as necessary during the project. All findings and conclusions resulting from this task will be conveyed to the project team prior to construction.

Deliverables:

Proposed tracking log templates, correspondence templates, and construction forms.
Project Procedures Outline.

Completion Schedule

NV5 shall be bound by the requirements of the Agreement from the start of pre-construction services commencing in February 2026 until the conclusion of pre-construction period at the end of March 2026. Time extensions may result in the need for additional CM services. Overtime, weekend, and holiday work are not anticipated and therefore not included.

In the event that the City Project Manager requires additional Pre-Construction Services, an amendment may be required as stipulated in the Agreement.

Fee Schedule

Compensation to provide Construction Management services required for the pre-construction phase of 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 Pre-Construction Services
Turlock Roads Program CIP Projects T.O. #9 (Project No. 25-025)**

Prepared for the City of Turlock

| Name | Kramer Walker, PE | John Seymour, PE | Neil Novotny, EIT | TBD | | | | | TOTAL COST |
|---|----------------------|-------------------|-------------------|---------------|--|--|--|--|-------------|
| Classification | Construction Manager | Resident Engineer | Project Engineer | Inspector (7) | | | | | |
| Actual Hourly Rate | \$124.77 | \$85.00 | \$47.95 | \$85.00 | | | | | |
| Indirect Cost Rate (ICR) | 136.58% | 136.58% | 136.58% | 136.58% | | | | | |
| Net Fixed Fee | 10.00% | 10.00% | 10.00% | 10.00% | | | | | |
| Hourly Billing Rate (1) | \$324.70 | \$221.20 | \$124.78 | \$221.20 | | | | | |
| Contract Escalation Fee (8) | 5.00% | 5.00% | 5.00% | 5.00% | | | | | |
| TASK I: PRE-CONSTRUCTION PHASE | | | | | | | | | |
| 1.1 CONSTRUCTABILITY REVIEW | 20 | 40 | 40 | | | | | | |
| 1.2 CONTRACTOR PREQUALIFICATION | 4 | | | | | | | | |
| 1.3 FILE REVIEW | 8 | 8 | 8 | | | | | | |
| 1.4 DOCUMENT EXISTING CONDITIONS | 4 | | | 32 | | | | | |
| 1.5 SCHEDULE REVIEW | 4 | | | | | | | | |
| 1.6 DRAW SCHEDULE | 4 | | | | | | | | |
| 1.7 PRE-CONSTRUCTION CONFERENCE | 4 | 4 | 4 | | | | | | |
| 1.8 REVIEW CONTRACTOR PRE-CONSTRUCTION SUBMITTALS | 4 | 24 | 24 | | | | | | |
| 1.9 ESTABLISH PROJECT PROCEDURES | 8 | 4 | 4 | 8 | | | | | |
| Man Hour Subtotal | 60 | 80 | 80 | 40 | | | | | |
| Task 1 Subtotal Fees | \$19,481.94 | \$17,696.18 | \$9,982.73 | \$8,848.09 | | | | | \$56,008.94 |

Notes and Assumptions:

- NV5 employee hourly rates include project-related overhead, profit, safety equipment, vehicles, laptops, and cell phones.
- Cost proposal is based on 8-hour work shifts according to the Caltrans 5-Day Working Calendar.
- 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.
- Adjustments to this estimate may be required if the actual schedule requires more or less construction management services than proposed.
- This cost estimate is based on the pre-construction phase of the project being completed between February 1st, 2026 and March 31st, 2026. Time extensions (including weather delays) may result in additional CM services & fees.
- This estimate is based on the specific scope of work described for the CITY OF TURLOCK ROADS PROGRAM CIP PROJECTS T.O. #9 (PROJECT NO. 25-025) - PRE-CONSTRUCTION SERVICES.
- Classifications requiring prevailing wage are subject to the provisions set forth in the latest DIR determination.
- An escalation fee of 5.0% will be applicable for work completed after 3/31/2026.

| Other Direct Costs | |
|-----------------------------------|--------------------|
| Per Diem (\$120 per day) - 0 Days | \$0.00 |
| Field Supplies | \$0.00 |
| Proposal Total | \$56,008.94 |

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. 25-025 Contract No. 2024-111 Task Order #9

Date 1/15/2026

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|-----------------------------|--------------------|-------|--------------------|------------|
| CM / Resident Engineer | Kramer Walker, PE* | 60 | \$124.77 | \$7,486.20 |
| Assistant Resident Engineer | John Seymour, PE* | 80 | \$85.00 | \$6,800.00 |
| Assistant Resident Engineer | Kolton Walker, PE | 0 | \$80.00 | \$0.00 |
| Inspector | TBD** | 40 | \$80.00 - \$90.00 | \$3,400.00 |
| Project Engineer | Neil Novotny, EIT | 80 | \$47.95 | \$3,836.00 |
| | | 0 | | \$0.00 |
| | | 0 | | \$0.00 |

260

LABOR COSTS

| | |
|--|--------------------|
| a) Subtotal Direct Labor Costs | \$21,522.20 |
| b) Anticipated Salary Increases (see page 2 for calculation) | \$0.00 |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | \$21,522.20 |

FRINGE BENEFITS

| | |
|---|---------------------------------|
| d) Fringe Benefits (Rate <u>0.00%</u>) | e) Total Fringe Benefits |
| | [(c) x (d)] <u>\$0.00</u> |

INDIRECT COSTS

| | | |
|---|--|--------------------|
| f) Overhead (Rate: <u>136.58%</u>) | g) Overhead [(c) x (f)] | <u>\$29,395.02</u> |
| h) General and Administrative (Rate: <u>0.00%</u>) | i) Gen & Admin [(c) x (h)] | <u>\$0.00</u> |
| | j) Total Indirect Costs [(e) + (g) + (i)] | \$29,395.02 |

FIXED FEE (Profit)

| | | |
|---------------------------|--|-------------------|
| q) (Rate: <u>10.00%</u>) | k) TOTAL FIXED PROFIT [(c) + (j) x (q)] | \$5,091.72 |
|---------------------------|--|-------------------|

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

| Description of Item | Quantity | Unit | Unit Cost | Total |
|---------------------|----------|------|-----------|-------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

l) TOTAL OTHER DIRECT COSTS \$0.00

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

| | |
|--------------------------------|---------------|
| Subconsultant 1: | \$0.00 |
| Subconsultant 2: | \$0.00 |
| m) TOTAL SUBCONSULTANTS | \$0.00 |

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$0.00

TOTAL COST [(c) +(j) + (k) + (n)] \$56,008.94

NOTES:

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

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

Consultant NV5, Inc. Contract No. 2024-111 Task Date 1/15/2026

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

| | | | | |
|---|----------------------------------|---|--------------------|-----------------------------|
| Direct Labor <u>Subtotal</u> per Cost Proposal | Total Hours per Cost Proposal | = | Avg Hourly Rate | 5 Year Contract Duration |
| \$21,522.20 | 260 | = | \$82.78 | 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 | \$82.78 | + | 5% | = | \$86.92 | Year 2 Avg Hourly Rate |
| Year 2 | \$86.92 | + | 5% | = | \$91.26 | Year 3 Avg Hourly Rate |
| Year 3 | \$91.26 | + | 5% | = | \$95.83 | Year 4 Avg Hourly Rate |
| Year 4 | \$95.83 | + | 5% | = | \$100.62 | Year 5 Avg Hourly Rate |
| Year 5 | \$100.62 | + | 5% | = | \$105.65 | Year 5 Avg Hourly Rate |

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

| | | | | | | |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
| Year 1 | 100.00% | * | 260.0 | = | 260.0 | Estimated Hours Year 1 |
| Year 2 | 0.00% | * | 260.0 | = | 0.0 | Estimated Hours Year 2 |
| Year 3 | 0.00% | * | 260.0 | = | 0.0 | Estimated Hours Year 3 |
| Year 4 | 0.00% | * | 260.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | 0.00% | * | 260.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 260.0 | |

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 | \$82.78 | * | 260 | = | \$21,522.20 | Estimated Hours Year 1 |
| Year 2 | \$86.92 | * | 0 | = | \$0.00 | Estimated Hours Year 2 |
| Year 3 | \$91.26 | * | 0 | = | \$0.00 | Estimated Hours Year 3 |
| Year 4 | \$95.83 | * | 0 | = | \$0.00 | Estimated Hours Year 4 |
| Year 5 | \$100.62 | * | 0 | = | \$0.00 | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$21,522.20 | |
| | Direct Labor Subtotal before Escalation | | | = | \$21,522.20 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$0.00 | Transfer to Page 1 |

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Lori Goodwin Title *: Vice President

Signature :  Date of Certification (mm/dd/yyyy): 1/15/2026

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

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

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

List services the consultant is providing under the proposed contract:

Construction Management Services

City Council Staff Report

February 10, 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: Authorizing the advertisement of City Project No. 23-052 “Mark Thomas Task Order No. 2 for Roads Program - Geer Road” for construction bids

2. NARRATIVE:

On August 22, 2023, the City Council approved Amendment No. 2 for Task Order No. 2 under the terms of the Master Agreement with Mark Thomas & Company, Inc. (City Contract No. 2023-109) for the rehabilitation of Geer Road corridor, from N. Golden State Blvd. to Taylor Road, up to the 30% design development stage.

Staff held the first public information meeting on April 17, 2024, received comments and feedback from the residents, and made a presentation to the City Council on May 28, 2024. Then, on June 11, 2024, the City Council approved Amendment No. 4 for Task Order No. 2A to advance the 30% design into final design.

On August 8, 2024, Stanislaus Council of Governments (StanCOG) approved Resolution 24-02 awarding the City of Turlock four (4) Surface Transportation Block Grant (STBG) grant funding applications, each for \$1.2 million, for the Geer Road corridor. STBG funding introduced federal funding into the project, thus requiring that federally-funded project procedures be followed per Caltrans Local Assistance Procedures Manual (LAPM). Subsequently, on January 28, 2025, the City Council approved Amendment No. 7 for Task Order No. 2B to provide for the scope of services and associated fees to comply with federal requirements.

Staff has since submitted an STBG grant application to StanCOG for \$2 million for safety improvements along the corridor, held the second public information meeting on October 22, 2025, received additional comments and feedback from the residents, and made a presentation to the City Council on November 18, 2025.

Currently, bid documents are being finalized as Caltrans processes the environmental clearance for the corridor. Upon environmental clearance and approval of right of way and utilities certifications, staff will be able to request that Caltrans obligate the federal funds and authorize the project for advertisement for construction using those funds.

Two (2) bid packages are being considered for the Geer Road corridor rehabilitation project; the first will be from N. Golden State Blvd. to Tuolumne Road, and the second from Tuolumne Road to Taylor Road.

Per Resolution 2009-247, City Council may grant authorization to advertise projects when the estimated construction costs exceed one million dollars. Therefore, staff is requesting

Council's authorization to advertise the project for construction bids as soon as federal funding becomes available.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Proposed action does not create any fiscal impacts. The award of each bid will be presented to the City Council along with a breakdown of funding from multiple sources such as grant funding, Measure A, and Measure L.

4. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) of the CEQA guidelines. 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:

None

City Council Staff Report

February 10, 2026



From: Christopher Fisher, Municipal Services Director
Prepared by: Mark Crivelli, Recreation Supervisor
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement (City Contract No. 2026-108), in a form approved by the City Attorney, with Turlock Umpire Group for adult softball officiating services for a five (5)-year term, in an amount not to exceed \$250,000

Resolution: Determining that the best interests of the City require procurement of adult softball officiating services from Turlock Umpire Group without compliance with the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(10)

2. NARRATIVE:

The City of Turlock operates an adult softball program that requires consistent, qualified officiating services to support safe and fair league play. Turlock Umpire Group (TUG) has provided officiating services for the City’s adult softball leagues for over 20 years, and staff seeks to continue this service arrangement under a new agreement.

The City of Turlock requires officials for adult softball games that take place at Pedretti Park. The City of Turlock registers teams through USA Softball for all league activities. TUG registers and maintains valid officials sanctioned with USA Softball to umpire for the City of Turlock adult league games.

City Contract No. 2026-108 establishes the terms under which TUG will provide officials for adult softball games in coordination with City staff and schedules. The agreement term is five (5) years, commencing February 10, 2026, and terminating February 10, 2031, unless terminated earlier in accordance with the agreement. Compensation is based on the rate schedule in Exhibit A, including per-game rates (single official and two-official games) and stand-by official rates, with increases identified by year.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The Recreation Division is requesting a competitive procedure not be used per TMC 2-7-08 (b) (10) 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.

The City of Turlock will pay the Turlock Umpire Group monthly according to invoices submitted to the City who will detail the number of games played each night during the month. Costs are offset through revenue generated from program registration fees. Funding for this agreement is recorded in Fund 110 (General), account number 110-61-624.43724 “Reimb-Sports Officials”. There are sufficient funds budgeted for the remaining programs in Fiscal Year 2025-2026 and no budget amendment is necessary.

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 2026-108 with Turlock Umpire Group

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF DETERMINING THAT
THE BEST INTERESTS OF THE CITY
REQUIRE PROCUREMENT OF ADULT
SOFTBALL OFFICIATING SERVICES
FROM TURLOCK UMPIRE GROUP
WITHOUT COMPLIANCE WITH THE
FORMAL BID PROCEDURE PURSUANT
TO TURLOCK MUNICIPAL CODE SECTION
2-7-08(b)(10)**

RESOLUTION NO. 2026-

WHEREAS, the City of Turlock operates adult softball programs that require consistent and qualified officiating services to ensure safe, fair, and well-organized league play; and

WHEREAS, adult softball games are conducted at City athletic facilities, and the City registers participating teams through USA Softball for all league activities; and

WHEREAS, the City requires officiating services provided by officials who are properly trained, certified, and sanctioned in accordance with applicable league and governing body requirements; and

WHEREAS, Turlock Umpire Group (TUG) has provided adult softball officiating services to the City of Turlock for over twenty (20) years and has demonstrated the experience and capability necessary to provide reliable officiating services; and

WHEREAS, TUG registers and maintains officials who are properly sanctioned with USA Softball to officiate adult softball games for the City of Turlock; and

WHEREAS, continuity, reliability, and familiarity with City facilities, schedules, and league operations are important factors in the effective delivery of adult softball officiating services; and

WHEREAS, pursuant to Turlock Municipal Code Section 2-7-08(b)(10), the City Council may determine, by at least four affirmative votes, that the best interests of the City require that a purchase be made without compliance with the formal bid procedure; and

WHEREAS, this action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines because 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.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock hereby determines that the best interests of the City require procurement of adult softball officiating services from Turlock Umpire Group without compliance with the formal bid

procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(10).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of February, 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
TURLOCK UMPIRE GROUP
for
ADULT SOFTBALL OFFICIALS**

City Contract No. 2026-108

THIS SERVICE PROVIDER AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and TURLOCK UMPIRE GROUP (“Service Provider”), on this 10th 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 adult softball programs (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 five (5) year(s) and will commence on the Effective Date and terminate on the 10th day of February, 2031 (“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. City's total compensation to Service Provider shall not exceed Two-Hundred and Fifty thousand and No/100ths Dollars (\$250,000.00) ("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 thirty (30) 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 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. [Intentionally Omitted]

24.3 Professional Liability. [Intentionally Omitted]

24.4 Commercial Automobile Liability Insurance. [Intentionally Omitted]

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 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.

24.6 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 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: Christopher Fisher

**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 Service Provider:

**Turlock Umpire Group
Attn: Brian Watkins
849 Magnetite Way
Waterford, CA 95386**

32. City Contract Administrator. City's Contract Administrator and contact person for this Agreement is:

Juan Vargas
City of Turlock
144 S. Broadway
Turlock, California 95380
Telephone: (209) 668-6013
E-mail: jvargas@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**

SERVICE PROVIDER

**Turlock Umpire Group,
an Adult Softball Official provider**

By: _____
Susan E. Borrego, Interim City Manager

By: _____

Print Name: _____

Date: _____

Title: _____

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

PERFORMANCE OF DUTIES

SERVICE PROVIDER agrees to provide various officials for adult softball program, to the sole reasonable satisfaction of the City of Turlock Municipal Services Director or his/her designee. **SERVICE PROVIDER** shall (1) furnish services to CITY at such times and locations as are mutually agreeable to the parties, (2) perform such duties in a skillful and competent manner, (3) shall abide by all laws in doing so, (4) perform such other duties as are customarily performed by one holding such position in other similar businesses or enterprises as those engaged in by CITY and (5) maintain field area in a clean, safe and orderly manner.

COMPENSATION

SERVICE PROVIDER will be paid in arrears, after satisfactory service, as determined and approved by the CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days after invoiced by SERVICE PROVIDER . The City of Turlock will pay SERVICE PROVIDER from monthly invoices provided for the duration of this agreement. SERVICE PROVIDER will be paid according to the following rate schedule:

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|----------------------------------|---------------|---------------|---------------|---------------|---------------|
| Stand - by Official | \$18 per day | \$19 per day | \$20 per day | \$21 per day | \$22 per day |
| Single Official - 65 minute game | \$36 per game | \$37 per game | \$38 per game | \$39 per game | \$40 per game |
| Two Officials - 75 minute game | \$60 per game | \$62 per game | \$64 per game | \$66 per game | \$68 per game |

Rate schedule will increase on the anniversary of the Effective Date of the agreement per the table above.

SUBCONTRACTORS

In the event an **SERVICE PROVIDER** will not be able to officiate due to illness or some other reason beyond the control of the **SERVICE PROVIDER** , **SERVICE PROVIDER** will implement the following procedure:

SERVICE PROVIDER will secure a substitute contractor equally or better qualified to officiate program at the scheduled time and place.

SUPERVISION

SERVICE PROVIDER agrees to establish appropriate rules for conducting the sporting event and to assume responsibility for officials discipline to ensure adequate protection for players and facility.

FACILITY

SERVICE PROVIDER agrees to assume full responsibility for setting up any facility for instruction and for cleaning and restoring the facility to its usual condition following each training session.

This includes properly securing all doors and windows upon exiting the facility. City representatives shall at all times have access to facility, whenever training is in progress to monitor programs for quality.

CONDUCT

SERVICE PROVIDER understands the City of Turlock is a public entity under the California Government Code and the Constitution of the State of California, and CITY's purpose in engaging **SERVICE PROVIDER** is to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun and fair play. **SERVICE PROVIDER** agrees to conduct himself/herself in a manner that will further these goals. **SERVICE PROVIDER** further acknowledges failure to do so will result in immediate termination of this agreement.

COORDINATION OF WORK

SERVICE PROVIDER agrees to coordinate with CITY's specified time(s) and date(s) in order to avoid conflict of use. It is agreed the resolution of any conflict is at the sole discretion of the City's Public Works Director or his/her designee. **SERVICE PROVIDER** agrees to work with assigned City staff to maintain accurate enrollment records.

City Council Staff Report

February 10, 2026



From: Christopher Fisher, Municipal Services Director
Prepared by: James Governale, Management Analyst
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement (City Contract 2026-123) with United Pavement Maintenance, Inc., in a form approved by the City Attorney, for sidewalk trip hazard removal and sidewalk removal and replacement services, for a term of three (3) years and a maximum compensation amount not to exceed \$1,000,000

Motion: Approving an agreement (City Contract 2026-124) with Joe's Landscaping & Concrete, Inc., in a form approved by the City Attorney, for sidewalk trip hazard removal and sidewalk removal and replacement services, for a term of three (3) years and a maximum compensation amount not to exceed \$1,000,000

2. NARRATIVE:

At the December 9, 2025 and January 13, 2026 City Council meetings, Council adopted a series of resolutions and an ordinance related to sidewalk maintenance, repair, and compliance in the City of Turlock. These actions reaffirmed long-standing State law and Turlock Municipal Code requirements that adjacent property owners are responsible for maintaining sidewalks in a safe and non-hazardous condition, while also establishing tools to promote compliance, mitigate liability, and provide targeted financial assistance where appropriate.

Specifically, Council:

- Adopted a Sidewalk Repair Assistance Program to help offset repair costs for qualifying property owners (Resolution 2025-210);
- Approved funding mechanisms to support sidewalk repairs and encroachment permit fee offsets (Resolution 2025-211); and
- Adopted amendments to Turlock Municipal Code Title 7 strengthening enforcement procedures, notice requirements, and cost recovery mechanisms related to defective sidewalks (Ordinance 1338-CS).

Collectively, these actions were intended to create a lawful, fair, and sustainable approach to sidewalk maintenance that balances public safety, accessibility, fiscal responsibility, and property owner obligations.

Current Issue

Implementation of the Sidewalk Repair Assistance Program and the final enforcement steps authorized under the amended Municipal Code involve having qualified contractors available to perform sidewalk repairs when requested. These repairs generally fall into two distinct categories:

1. Trip Hazard Removal (Grinding/Cutting):
Minor repairs addressing vertical differentials and surface irregularities that can be corrected through specialized cutting or grinding techniques without full panel replacement.
2. Removal and Replacement:
Major repairs involving the removal and replacement of sidewalk panels, curb, gutter, driveway approaches, or related concrete infrastructure where grinding is not appropriate or sufficient.

To support these needs, the City issued a Request for Proposals (RFP No. 25-014) for sidewalk trip hazard removal services and solicited qualified contractors capable of performing work in accordance with City standards, ADA requirements, and prevailing wage laws.

The following vendors submitted proposals in response to RFP 25-014:

- United Pavement Maintenance, Inc.
- BSR LLC
- Dynamic Pavement, Inc.
- Joe's Landscaping & Concrete, Inc.
- Precisionworks, LLC dba Precision Concrete Cutting

Following evaluation of proposals based on qualifications, experience, pricing, and responsiveness, and the disqualification of one contractor who did not obtain the license identified in the RFP, staff determined that awarding on-call contracts to two separate contractors, specifically United Pavement Maintenance, Inc. and Joe's Landscaping & Concrete, Inc., is in the City's best interest. This approach provides flexibility, capacity, and allows the City to respond efficiently to assistance program requests and enforcement-related repairs.

The recommended contracts will be used on an as-needed basis and do not obligate the City to assign a minimum level of work. Individual repair locations and scopes will be authorized through service requests.

Purpose and Benefit

Awarding these contracts enables the City to:

- Implement the Sidewalk Repair Assistance Program approved by Council;
- Carry out final enforcement actions when property owners elect to have repairs performed by the City or fail to complete required repairs;
- Ensure repairs are completed consistently, safely, and in compliance with City standards; and
- Reduce risk and liability associated with hazardous sidewalk conditions

3. FISCAL IMPACT / BUDGET AMENDMENT:

Funding for repairs conducted under the Sidewalk Repair Assistance Program is anticipated to be supported by Fund 218 (Measure L), account number 218-40-463.47320_001 (Repair Program Sidewalk). Costs associated with enforcement-related repairs may be recovered from responsible property owners in accordance with the Turlock Municipal Code.

Funding for repairs conducted at City facilities or City-maintained locations will be provided by those respective funds, in accordance with the annual budget process.

Sufficient appropriations for program implementation were addressed through prior Council actions. No additional budget amendment is required at this time.

4. ENVIRONMENTAL DETERMINATION:

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

5. ATTACHMENTS:

1. City Contract 2026-123 with United Pavement Maintenance, Inc.
2. City Contract 2026-124 with Joe's Landscaping & Concrete, Inc.



**ON-CALL SERVICE PROVIDER (PREVAILING WAGE) AGREEMENT
BETWEEN THE CITY OF TURLOCK
and
UNITED PAVEMENT MAINTENANCE, INC.
for
SIDEWALK TRIP HAZARD REMOVAL SERVICES**

City Contract No. 2026-123

THIS SERVICE PROVIDER AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and UNITED PAVEMENT MAINTENANCE, INC., a California corporation (“Service Provider”), on this 10th 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 sidewalk trip hazard removal services (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 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**.

D. The Parties anticipate that Service Provider shall provide Services for one or more projects as determined through creation of individual Service Request(s). The Service Request(s) shall identify the Assessor’s Parcel Number, repair drawings, and schedule information (“Completion Schedule”) for providing the Services. The Service Request(s) shall be made

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effective upon signature and execution by either the City Engineer or the Municipal Services Director and the Service Provider. A blank template of the Service Request is provided in **Exhibit B**.

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**") and the exhibits ("**Exhibits**") attached hereto 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 and Extensions. The term of this Agreement shall be three (3) year(s) and will commence on the Effective Date and terminate on the 10th day of February, 2029 ("**Term**") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Contract Documents. This Agreement, together with the following documents, are collectively referred to herein as the "Contract Documents":

- i. Request for Proposals No. 25-014;
- ii. Service Provider's Bid or Proposal accepted by City;
- iii. All bonds and insurance required in any of the Contract Documents;
- iv. 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
- v. The current edition of the City of Turlock Standard Specifications and Drawings.

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** and the Service Request(s) executed under this Agreement. Any request for Services not included in **Exhibit A** and the Service Request(s) executed under this Agreement 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** and the Service Request(s) executed under

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this Agreement. 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.

(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 Service Provider Services. City shall pay Service Provider according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Service Provider will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Service Provider's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Service Provider shall not exceed One Million and No/100ths Dollars (\$1,000,000) ("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

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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 upon issuance of the Notice to Proceed from the City for each Service Request. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Service Provider. [Intentionally Omitted]

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

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

11.1. Payment of Prevailing Wage:

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

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specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

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

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

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

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

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

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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:

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- 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. Communications with Interested Parties. The City retains exclusive authority to direct, approve, and control the scope, sequencing, and performance of the Services. Service Provider and its subcontractors shall not accept instructions, approvals, or authorizations from any property owner, resident, occupant, or other party (each, an “Interested Party”) regarding the Services. Service Provider may communicate directly with Interested Parties as reasonably necessary to perform the Services, including for scheduling, access coordination, safety notifications, and identification of existing site conditions; however, Service Provider shall not agree to any modification of the Services, make any representation regarding City policy, obligations, or decisions, or make any promise or commitment regarding repairs, restoration, compensation, or changes to the Services. All requests, complaints, or directives from Interested Parties concerning the Services shall be referred to the City’s Contract Administrator, and Service Provider shall take no action in response unless and until directed by the City.

15. 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.

16. 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

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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.

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 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.

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, 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

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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.

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 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.

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21. 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.

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 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.

23. 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.

24. 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,

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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.

25. 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:

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25.1 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.

25.2 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.

25.3 Professional Liability. [Intentionally Omitted]

25.4 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.

25.5 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.

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

26. 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

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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.

27. Indemnifications.

27.1 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.

27.2 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

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Service Provider is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Service Provider.

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, 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.

30. 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.

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 Service Provider.

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

If to City:

**City of Turlock
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 150
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**

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If to Service Provider:

United Pavement Maintenance, Inc.
Attn: Rodolfo Ruvalcaba
P.O. Box 1017
Hughson, California 95326

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

Bill Morris, RCE, PLS
City Engineer
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-5520
E-mail: BMorris@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. Service Provider or its subcontractors agree to use the aforementioned City project number or encroachment permit number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this Section shall preclude Service Provider or its subcontractors from using their own project numbers for their own internal use.

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.

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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 Service Provider's charges to City under this Agreement.

46. Entire Agreement. This Agreement, together with its specific references, attachments, Contract Documents, 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.

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.

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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.

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

**UNITED PAVEMENT MAINTENANCE, INC.,
a California corporation**

By: _____
Susan E. Borrego, Interim City Manager

By: R. Ruvalcaba
Print Name: Rodolfo Ruvalcaba
Title: President
Date: 02/03/2026

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

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RFP 25-014 Sidewalk Trip Hazard Removal Services
Exhibit A

Name of Service Provider: United Pavement Maintenance, Inc.
Contact Person(s): Rodolfo Ruvalcaba - President
Address: 2907 Tully Rd, Hughson, CA, 95326 Mailing - P.O. Box 1017 Hughson, CA, 95326
Phone: (209) 883-4345 Fax: (209) 498-5273
Email: rudy@asphaltpavingpros.net
City of Turlock Business License No. (if applicable): 500885
DIR No.: 1000878534
Contractor License No.: 905503
*Unique Entity Identifier (if applicable): H233KJNVKB43



(Signature)

*A Unique Entity Identifier (UEI) is the primary means of entity identification for Federal awards government-wide. UEIs are required in accordance with 2 CFR Part 25, and are being issued by the Federal Government in SAM.gov. SAM.gov, or the System for Awards Management is the official site for registering to do business with the Federal Government. All prime contractors will be verified for SAM registration upon bid evaluation.

RFP 25-014 Sidewalk Trip Hazard Removal Services
Exhibit A (continued)

| | Item Description | Measurement |
|--------|--|----------------------------|
| Year 1 | Sidewalk offset cutting/grinding | \$ <u>202.00</u> in - foot |
| | Misc.* concrete cutting/grinding | \$ <u>202.00</u> in - foot |
| | 4" sidewalk panel replacement | \$ <u>60.00</u> per SF |
| | 6" concrete panel (no rebar) replacement | \$ <u>70.00</u> per SF |
| | 6" concrete panel (w/ rebar) replacement | \$ <u>80.00</u> per SF |
| | Curb ramp (City Standards drawing C-11) | \$ <u>13,000</u> per each |
| | Curb ramp (City Standards drawing C-12) | \$ <u>11,500</u> per each |
| | Curb and gutter replacement | \$ <u>200.00</u> per LF |
| Year 2 | Sidewalk offset cutting/grinding | \$ <u>212.00</u> in - foot |
| | Misc.* concrete cutting/grinding | \$ <u>212.00</u> in - foot |
| | 4" sidewalk panel replacement | \$ <u>63.00</u> per SF |
| | 6" concrete panel (no rebar) replacement | \$ <u>73.50</u> per SF |
| | 6" concrete panel (w/ rebar) replacement | \$ <u>84.00</u> per SF |
| | Curb ramp (City Standards drawing C-11) | \$ <u>13,650</u> per each |
| | Curb ramp (City Standards drawing C-12) | \$ <u>12,075</u> per each |
| | Curb and gutter replacement | \$ <u>210.00</u> per LF |

| | Item Description | Measurement |
|--------|--|----------------------------|
| Year 3 | Sidewalk offset cutting/grinding | \$ <u>222.00</u> in - foot |
| | Misc.* concrete cutting/grinding | \$ <u>222.00</u> in - foot |
| | 4" sidewalk panel replacement | \$ <u>66.00</u> per SF |
| | 6" concrete panel (no rebar) replacement | \$ <u>77.00</u> per SF |
| | 6" concrete panel (w/ rebar) replacement | \$ <u>88.00</u> per SF |
| | Curb ramp (City Standards drawing C-11) | \$ <u>14,332</u> per each |
| | Curb ramp (City Standards drawing C-12) | \$ <u>12,678</u> per each |
| | Curb and gutter replacement | \$ <u>220.00</u> per LF |

*Misc. work could include work in the public right-of-way on or related to a driveway apron, curb, gutter, etc.

EXAMPLE:

If a trip hazard is cut 1" on one side and tapered to 0" on the other side of a full 4-foot width sidewalk, it shall be calculated as follows:

$$\frac{1'' + 0''}{2} \times 4' = 2 \text{ inch-feet}$$

Average x width = Total inch-feet

Inch-feet x cost per inch foot = total price for trip hazard removal



**ON-CALL SERVICE PROVIDER (PREVAILING WAGE) AGREEMENT
BETWEEN THE CITY OF TURLOCK
and
JOE’S LANDSCAPING & CONCRETE, INC.
for
SIDEWALK TRIP HAZARD REMOVAL SERVICES**

City Contract No. 2026-124

THIS SERVICE PROVIDER AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and JOE’S LANDSCAPING & CONCRETE, INC., a California corporation (“Service Provider”), on this 10th 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 sidewalk trip hazard removal services (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 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**.

D. The Parties anticipate that Service Provider shall provide Services for one or more projects as determined through creation of individual Service Request(s). The Service Request(s) shall identify the Assessor’s Parcel Number, repair drawings, and schedule information (“Completion Schedule”) for providing the Services. The Service Request(s) shall be made

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effective upon signature and execution by either the City Engineer or the Municipal Services Director and the Service Provider. A blank template of the Service Request is provided in **Exhibit B**.

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”) and the exhibits (“Exhibits”) attached hereto 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 and Extensions. The term of this Agreement shall be three (3) year(s) and will commence on the Effective Date and terminate on the 10th day of February, 2029 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

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

- i. Request for Proposals No. 25-014;
- ii. Service Provider’s Bid or Proposal accepted by City;
- iii. All bonds and insurance required in any of the Contract Documents;
- iv. 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
- v. The current edition of the City of Turlock Standard Specifications and Drawings.

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** and the Service Request(s) executed under this Agreement. Any request for Services not included in **Exhibit A** and the Service Request(s) executed under this Agreement 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** and the Service Request(s) executed under

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this Agreement. 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.

(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 Service Provider Services. City shall pay Service Provider according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Service Provider will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Service Provider's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Service Provider shall not exceed One Million and No/100ths Dollars (\$1,000,000) ("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 upon issuance of the Notice to Proceed from the City for each Service Request. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Service Provider. [Intentionally Omitted]

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

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

11.1. Payment of Prevailing Wage:

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

specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

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

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

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

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

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

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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:

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- 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. Communications with Interested Parties. The City retains exclusive authority to direct, approve, and control the scope, sequencing, and performance of the Services. Service Provider and its subcontractors shall not accept instructions, approvals, or authorizations from any property owner, resident, occupant, or other party (each, an “Interested Party”) regarding the Services. Service Provider may communicate directly with Interested Parties as reasonably necessary to perform the Services, including for scheduling, access coordination, safety notifications, and identification of existing site conditions; however, Service Provider shall not agree to any modification of the Services, make any representation regarding City policy, obligations, or decisions, or make any promise or commitment regarding repairs, restoration, compensation, or changes to the Services. All requests, complaints, or directives from Interested Parties concerning the Services shall be referred to the City’s Contract Administrator, and Service Provider shall take no action in response unless and until directed by the City.

15. 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.

16. 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.

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 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.

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, 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.

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 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.

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21. 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.

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 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.

23. 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.

24. 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,

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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.

25. 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:

25.1 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.

25.2 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.

25.3 Professional Liability. [Intentionally Omitted]

25.4 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.

25.5 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.

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

26. 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.

27. Indemnifications.

27.1 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.

27.2 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.

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, 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.

30. 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.

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 Service Provider.

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

If to City:

**City of Turlock
Attn: Christopher Fisher, Municipal Services Director
156 S. Broadway, Suite 150
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**

CITY CONTRACT NO. 2026-124

{PLA2024}
10/2025

If to Service Provider:

Joe's Landscaping & Concrete, Inc.
Attn: Jaime Garcia
802 Inyo Ave
Newman CA 95360

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

Bill Morris, RCE, PLS
City Engineer
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-5520
E-mail: BMorris@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. Service Provider or its subcontractors agree to use the aforementioned City project number or encroachment permit number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this Section shall preclude Service Provider or its subcontractors from using their own project numbers for their own internal use.

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.

CITY CONTRACT NO. 2026-124

{PLA2024}
10/2025

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 Service Provider's charges to City under this Agreement.

46. Entire Agreement. This Agreement, together with its specific references, attachments, Contract Documents, 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.

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.

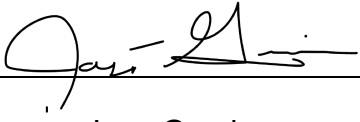
[Signatures on Following Page]

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

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

**JOE'S LANDSCAPING & CONCRETE, INC., a
California corporation**

By: _____
Susan E. Borrego, Interim City Manager

By:  _____

Print Name: Jose Garcia

Title: CEO

Date: _____

Date 2.4.2026

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher,
Municipal Services Director

APPROVED AS TO FORM:

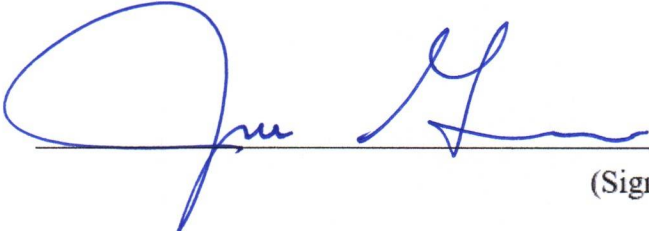
By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

RFP 25-014 Sidewalk Trip Hazard Removal Services
Exhibit A

Name of Service Provider: Joe's Landscaping & Concrete
Contact Person(s): Jaime Garcia
Address: 802 Inyo Ave Newman Ca
Phone: 209 602-3047 Fax: _____
Email: jaime@joeslc.com
City of Turlock Business License No. (if applicable): Will obtain if awarded
DIR No.: 1000047632
Contractor License No.: 853867
*Unique Entity Identifier (if applicable): DZMNHLJ8M837



(Signature)

*A Unique Entity Identifier (UEI) is the primary means of entity identification for Federal awards government-wide. UEIs are required in accordance with 2 CFR Part 25, and are being issued by the Federal Government in SAM.gov. SAM.gov, or the System for Awards Management is the official site for registering to do business with the Federal Government. All prime contractors will be verified for SAM registration upon bid evaluation.

RFP 25-014 Sidewalk Trip Hazard Removal Services
Exhibit A (continued)

| | Item Description | Measurement |
|--------|--|---------------------------------------|
| Year 1 | Sidewalk offset cutting/grinding | \$ <u>95⁰⁰</u> in - foot |
| | Misc.* concrete cutting/grinding | \$ <u>110⁰⁰</u> in - foot |
| | 4" sidewalk panel replacement | \$ <u>70⁰⁰</u> per SF |
| | 6" concrete panel (no rebar) replacement | \$ <u>80⁰⁰</u> per SF |
| | 6" concrete panel (w/ rebar) replacement | \$ <u>85⁰⁰</u> per SF |
| | Curb ramp (City Standards drawing C-11) | \$ <u>19580⁰⁰</u> per each |
| | Curb ramp (City Standards drawing C-12) | \$ <u>18430⁰⁰</u> per each |
| | Curb and gutter replacement | \$ <u>250⁰⁰</u> per LF |
| Year 2 | Sidewalk offset cutting/grinding | \$ <u>100⁰⁰</u> in - foot |
| | Misc.* concrete cutting/grinding | \$ <u>116⁰⁰</u> in - foot |
| | 4" sidewalk panel replacement | \$ <u>80⁰⁰</u> per SF |
| | 6" concrete panel (no rebar) replacement | \$ <u>90⁰⁰</u> per SF |
| | 6" concrete panel (w/ rebar) replacement | \$ <u>90⁰⁰</u> per SF |
| | Curb ramp (City Standards drawing C-11) | \$ <u>20559⁰⁰</u> per each |
| | Curb ramp (City Standards drawing C-12) | \$ <u>19355⁰⁰</u> per each |
| | Curb and gutter replacement | \$ <u>275⁰⁰</u> per LF |

| | Item Description | Measurement |
|--------|--|---------------------------------------|
| Year 3 | Sidewalk offset cutting/grinding | \$ <u>105⁰⁰</u> in - foot |
| | Misc.* concrete cutting/grinding | \$ <u>122⁰⁰</u> in - foot |
| | 4" sidewalk panel replacement | \$ <u>90⁰⁰</u> per SF |
| | 6" concrete panel (no rebar) replacement | \$ <u>100⁰⁰</u> per SF |
| | 6" concrete panel (w/ rebar) replacement | \$ <u>95⁰⁰</u> per SF |
| | Curb ramp (City Standards drawing C-11) | \$ <u>21590⁰⁰</u> per each |
| | Curb ramp (City Standards drawing C-12) | \$ <u>20330⁰⁰</u> per each |
| | Curb and gutter replacement | \$ <u>300⁰⁰</u> per LF |

*Misc. work could include work in the public right-of-way on or related to a driveway apron, curb, gutter, etc.

EXAMPLE:

If a trip hazard is cut 1" on one side and tapered to 0" on the other side of a full 4-foot width sidewalk, it shall be calculated as follows:

$$\frac{1'' + 0''}{2} \times 4' = 2 \text{ inch-feet}$$

Average x width = Total inch-feet

Inch-feet x cost per inch foot = total price for trip hazard removal

City Council Staff Report

February 10, 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:

Hearing to consider the adoption of an Urgency Ordinance, extending the 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 for a period of ten (10) months and fifteen (15) days, to become effective immediately.

2. NARRATIVE:

On January 13, 2026, the City Council adopted Ordinance No. 1340-CS, establishing a forty-five (45)-day 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. The Moratorium became effective immediately and will expire on February 27, 2026, unless extended.

Pursuant to Government Code section 65858, after notice and a public hearing, the City Council may extend a temporary moratorium prohibiting any uses that may be in conflict with a contemplated proposal that the legislative body or the planning department is considering, studying, or intending to study within a reasonable time. The extension, like the original adoption of a temporary moratorium, requires at least a four-fifths (4/5^{ths}) vote of the City Council. Government Code section 65858 allows for the moratorium to be extended twice; once for ten (10) months and fifteen (15) days and a second time for an additional year, for a maximum of two (2) years, so long as a current and immediate threat to the public safety, health, and welfare exists. Staff continues the process of addressing concerns over the establishment of new and relocation or physical expansion of existing tobacco retailer businesses within the City. Staff is studying the potential impacts on the community and what regulations and/or Municipal Code changes may be needed in order to ensure the protection of public health, safety, and welfare.

As noted in the January 13, 2026, Staff Report on the adoption of the original moratorium, a number of tobacco retailer businesses, as presently regulated, pose a risk to public health, safety, and welfare. These businesses could result in harmful effects on the community, minors in particular.

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 extension of the previously adopted moratorium is included as Attachment 1. The original urgency ordinance (Ordinance No. 1340-CS) is included as Attachment 2.

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 as well as smoking within twenty (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 3.

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 attempted to inspect five (5) Smoke Shops, however, two (2) 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. The three Smoke Shops that were inspected were found to have numerous violations 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 (1) 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 4.

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 tetrahydrocannabinol ("THC") sales, making these businesses a source of significant unlawful activity.

The moratorium applies 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 twenty-five percent (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, zoning certificate, or other land use approval for the establishment, relocation, or physical expansion of a tobacco retailer business.

Given these circumstances, the City Council recognizes the urgent need to address this public health and safety issue. An extension of the moratorium on tobacco retailer businesses aims to tackle the immediate concerns of increased accessibility and the attractiveness of tobacco and hemp products to the City's youth and increasing amounts of crime and safety issues presented by such businesses. This extension will further 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.

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." Section 65858 also authorizes the City Council to extend such interim ordinance by ten (10) months and fifteen (15) days.

The attached Urgency Ordinance Extension includes the requisite Government Code findings and, if adopted, would provide an extension to the moratorium for the aforementioned period of ten (10) months and fifteen (15) days to provide staff with further 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

during the extended moratorium. The moratorium would also stop any existing tobacco retailer from physically expanding or relocating their business. Such an ordinance must be approved by a four-fifths (4/5^{ths}) vote of the Council. Thereafter, the ordinance would remain in effect for ten (10) months and fifteen (15) days unless repealed, terminated, or extended by the Council pursuant to Government Code section 65858.

Pursuant to Council direction, staff has worked since adoption of the original moratorium to alleviate the conditions which led to the moratorium on Smoke Shops. Staff is developing recommendations for Title 9 (Zoning Ordinance) and Title 5 (Public Welfare, Morals, and Conduct). Planning Division staff have worked with the City Attorney's Office to develop a zoning portion to a proposed future Smoke Shop Ordinance. The Planning Commission held a meeting on February 5, 2026, to review the proposed zoning changes. In addition, The City Attorney's Office is also working closely with Turlock Police Department staff on the permitting procedures. This effort is more complicated than the zoning revisions and thus is still in process to finalize a comprehensive recommended approach. More time is necessary to ensure sufficient protection for the community against the negative impacts identified in Ordinance No. 1340-CS and the proposed extension. This staff report complies with the Government Code section 65858(d) requirement that the City's legislative body issue a written report describing the measures taken to alleviate the conditions which led to the adoption of the moratorium ten (10) days prior to the expiration of the interim ordinance.

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 Extension
2. Ordinance No. 1340-CS
3. Information Regarding Threat to Youth
4. Photographs from Turlock Police Department Smoke Shop Operation

Attachment 1

Urgency Ordinance Extension

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

| | | |
|---|---|------------------------------|
| AN URGENCY ORDINANCE OF THE CITY COUNCIL | } | ORDINANCE NO. 13XX-CS |
| OF THE CITY OF TURLOCK MAKING FINDINGS AND | } | |
| EXTENDING THE 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 FOR A | } | |
| PERIOD OF TEN (10) MONTHS AND FIFTEEN (15) | } | |
| DAYS, TO BECOME EFFECTIVE IMMEDIATELY | } | |

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, 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 Newsom 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 (3) 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 (1) 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 (2) 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 Council adopted the initial moratorium with the adoption of Ordinance No. 1340-CS on January 13, 2026; and

WHEREAS, the initial forty-five (45) day moratorium period established by Ordinance No. 1340-CS is insufficient to complete a study and adoption of new or amended regulations; and

WHEREAS, City staff continues to develop updated regulations impacting tobacco retailers; and

WHEREAS, for all the reasons set forth above, the City has determined that extending the moratorium for ten (10) months and fifteen (15) days on the establishment of new and the relocation or physical expansion of existing tobacco retailer businesses within the City is necessary. This moratorium shall continue in effect pending completion of the City's study of the potential impacts of tobacco retailer businesses, also known as smoke shops, and its potential adoption of amendments to the Turlock Municipal Code and other appropriate regulations for the protection of the public health, safety, and welfare; and

WHEREAS, the City has complied with Government Code section 65858(d), which requires the City's legislative body to issue a written report describing the measures taken to alleviate the conditions which led to the adoption of Ordinance No. 1340-CS ten (10) days prior to the expiration of the interim ordinance.

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. This Ordinance extends the original moratorium pursuant to Section 7.

- 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 is an extension of the moratorium originally established by Ordinance No. 1340-CS pursuant to Government Code section 65858 on January 13, 2026. It shall be in effect from the date of adoption of this Urgency Ordinance for a period of ten (10) months and fifteen (15) 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 (4/5^{ths}) 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 10TH day of February 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

Ordinance No. 1340-CS

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

ORDINANCE NO. 1340-CS

**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**

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 Newsom 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: | Abram, Bixel, Phillips, Monez | (4) |
| NOES: | None | (0) |
| NOT PARTICIPATING: | None | (0) |
| ABSENT: | Bublak | (1) |

SIGNED:



Amy Bublak, Mayor

ATTEST:



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

APPROVED AS TO FORM:



George Petrulakis, City Attorney

Attachment 3

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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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

¹ Park-Lee, E., et al., “E-Cigarette and Nicotine Pouch Use Among Middle and High School Students — United States, 2024,” *MMWR* 73(35):774-778, September 5, 2024, <https://www.cdc.gov/mmwr/volumes/73/wr/pdfs/mm7335a3-H.pdf>.

² Substance Abuse and Mental Health Administration (SAMHSA), HHS, Results from the 2024 National Survey on Drug Use and Health, NSDUH: Detailed Tables, Table 4.10A, <https://www.samhsa.gov/data/report/2024-nsduh-detailed-tables>.

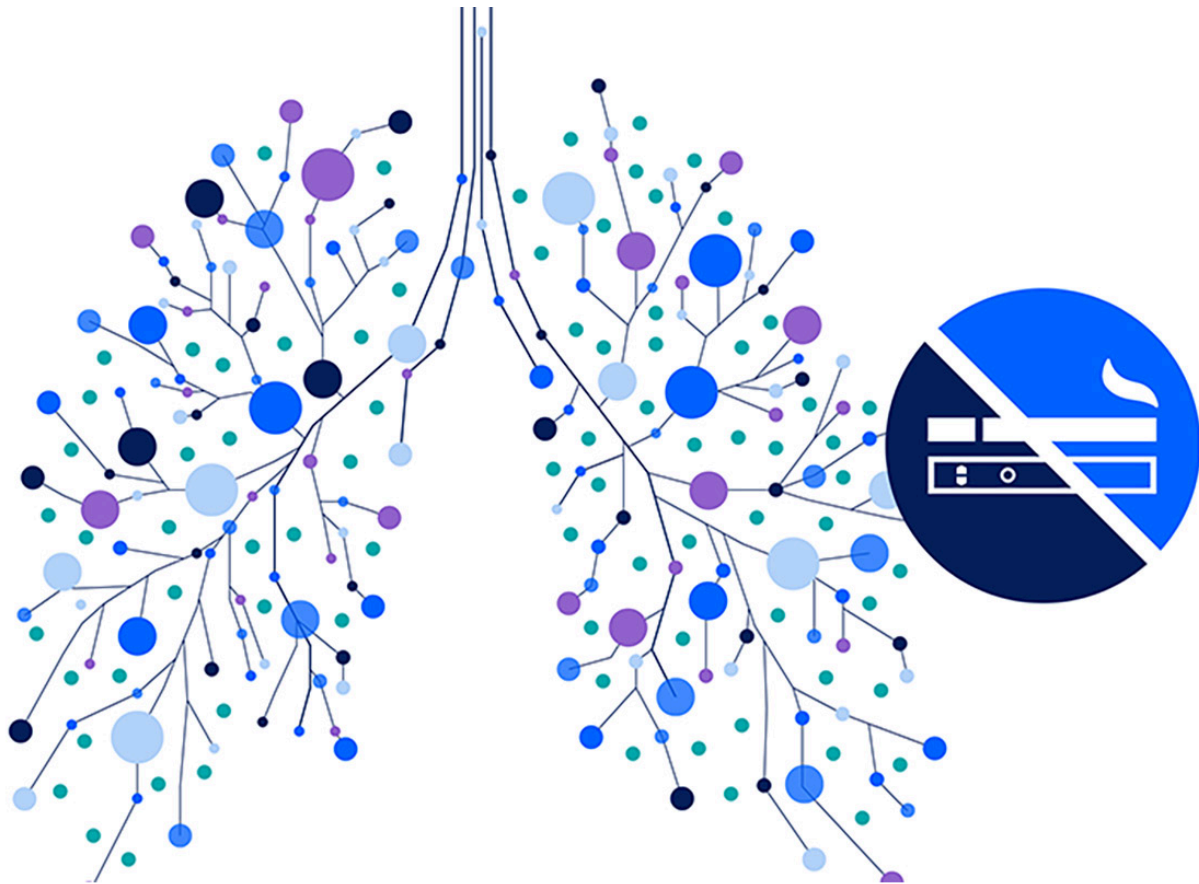
³ Park-Lee, E., et al., “E-Cigarette and Nicotine Pouch Use Among Middle and High School Students — United States, 2024,” *MMWR* 73(35):774-778, September 5, 2024, <https://www.cdc.gov/mmwr/volumes/73/wr/pdfs/mm7335a3-H.pdf>.

⁴ FDA Center for Tobacco Products, *Resources for Professionals About Vaping & E-Cigarettes: A Toolkit for Working with Youth*, <https://digitalmedia.hhs.gov/tobacco/hosted/Vaping-ECigarettes-Youth-Toolkit.pdf>.

- ⁵ HHS, *Preventing Tobacco Use Among Youth and Young Adults, A Report of the Surgeon General*, 2012, <http://www.cdc.gov/Features/YouthTobaccoUse/>.
- ⁶ CDC Foundation, "Monitoring U.S. E-Cigarette Sales: National Trends," <https://tobacco-monitoring.org/>. Data from Circana, which includes e-cigarette sales data from convenience stores, gas stations and other retail store chains. Sales from the internet and tobacco-specialty stores, including vape shops, are not included.
- ⁷ CDC Foundation, "Monitoring U.S. E-Cigarette Sales: National Trends," <https://tobacco-monitoring.org/>. Data from Circana, which includes e-cigarette sales data from convenience stores, gas stations and other retail store chains. Sales from the internet and tobacco-specialty stores, including vape shops, are not included.
- ⁸ Huang, L.-L., et al., "Impact of Non-menthol Flavours in Tobacco Products on Perceptions and Use Among Youth, Young Adults and Adults: A Systematic Review," *Tobacco Control*, 26(6):709-719, 2017. Kowitz, S.D., et al., "Perceptions and Experiences With Flavored Non-Menthol Tobacco Products: A Systematic Review of Qualitative Studies," *International Journal of Environmental Research and Public Health*, 14(4):338, 2017. Pepper, JK, et al., "Adolescents' interest in trying flavoured e-cigarettes," *Tobacco Control*, 25: ii62-ii66, published online September 15, 2016. Dai, H, et al., "Flavored electronic cigarette use and smoking among youth," *Pediatrics*, 138(6): November 2016.
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- ¹⁰ Park-Lee, E., et al., "E-Cigarette and Nicotine Pouch Use Among Middle and High School Students — United States, 2024," *MMWR* 73(35):774-778, September 5, 2024, <https://www.cdc.gov/mmwr/volumes/73/wr/pdfs/mm7335a3-H.pdf>.
- ¹¹ FDA, "Modifications to Compliance Policy for Certain Deemed Products: Guidance for Industry, Draft Guidance," March 13, 2019, <https://www.fda.gov/media/121384/download>. While the methodology is not comparable to the PATH study, the 2019 NYTS found that 68.8% of middle and high school e-cigarette users had used a flavored tobacco product in the past month. Wang, TW, et al., "Tobacco Product Use and Associated Factors Among Middle and High School Students—United States, 2019," *MMWR*, 68(12): December 6, 2019, <https://www.cdc.gov/mmwr/volumes/68/ss/pdfs/ss6812a1-H.pdf>.
- ¹² Park-Lee, E., et al., "E-Cigarette and Nicotine Pouch Use Among Middle and High School Students — United States, 2024," *MMWR* 73(35):774-778, September 5, 2024, <https://www.cdc.gov/mmwr/volumes/73/wr/pdfs/mm7335a3-H.pdf>.
- ¹³ Birdsey J., et al. "Tobacco Product Use Among U.S. Middle and High School Students — National Youth Tobacco Survey, 2023," *MMWR*, 72(44): 1173–1182, November 3, 2023, <https://www.cdc.gov/mmwr/volumes/72/wr/mm7244a1.htm>.
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- ¹⁵ HHS, *E-Cigarette Use Among Youth and Young Adults. A Report of the Surgeon General*. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2016.
- ¹⁶ HHS, *The Health Consequences of Smoking: 50 Years of Progress. A Report of the Surgeon General*, CDC, Office of Smoking and Health (OSH), 2014, <http://www.surgeongeneral.gov/library/reports/50-years-of-progress/index.html>. See also: CDC Office on Smoking and Health, "Quick Facts on the Risks of E-cigarettes for Kids, Teens, and Young Adults," March 2019. Accessed August 9, 2019.
- ¹⁷ National Academies of Sciences, Engineering, and Medicine. 2018. *Public health consequences of e-cigarettes*. Washington, DC: The National Academies Press. <http://nationalacademies.org/hmd/Reports/2018/public-health-consequences-of-e-cigarettes.aspx>.
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- ¹⁹ CDC, *Health Effects of E-Cigarettes*, May 15, 2024, accessed November 22, 2024 at <https://www.cdc.gov/tobacco/e-cigarettes/health-effects.html>.
- ²⁰ HHS, *Eliminating Tobacco-Related Disease and Death: Addressing Disparities: A Report of the Surgeon General*. Atlanta, GA: HHS, CDC, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2024.
- ²¹ Gottlieb, S and Abernethy, A. *Understanding the Health Impact and Dangers of Smoke and 'Vapor'*. FDA Voices: Perspectives from FDA Leadership and Experts. <https://www.fda.gov/news-events/fda-voices-perspectives-fda-leadership-and-experts/understanding-health-impact-and-dangers-smoke-and-vapor>.

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](https://www.TrinketsAndTrash.org) and FDA Press Releases.*

Become a Lung Health Insider

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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3. Ibid.

4. Gentzke AS, Wang TW, Cornelius M, Park-Lee E, Ren C, Sawdey MD, Cullen KA, Loretan C, Jamal A, Homa DM. Tobacco Product Use and Associated Factors Among Middle and High School Students - National Youth Tobacco Survey, United States, 2021. MMWR Surveill Summ. 2022 Mar 11;71(5):1-29.

Page last updated: January 27, 2025

Attachment 4

Photographs from Turlock Police Department Smoke Shop Operation







Black Mild FILTER TIP Singles 99¢

SWISHER SWEETS CLASSIC 5 for \$1.49
SWISHER SWEETS GREEN ENVY 5 for \$1.49
SWISHER SWEETS SUNSET DREAM 5 for \$1.49

SAVE MORE 2
DUTCH GREEN ENVY 30 PREMIUM CIGARETTES

2 for \$1.49
SWISHER SWEETS CLASSIC

SWISHER SWEETS CLASSIC
WARNING: Tobacco smoke increases the risk of lung cancer and heart disease, even in nonsmokers.

SWISHER SWEETS CLASSIC
WARNING: Cigar smoking can cause lung cancer and heart disease.

SAVE MORE 2
GREEN ENVY

SAVE MORE 2
DUTCH SUNSET DREAM

SAVE MORE 2
DUTCH SUNSET DREAM

SAVE MORE 2
DUTCH SUNSET DREAM

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Gambler Pipe Tobacco
Satisfying smoke at
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DIARRUM
BLACK MILD
WOOD TIP

DIARRUM
BLACK MILD
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Smoker's Choice \$1.99

1/2 off on prices

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30 Pack

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48 HOURS OF FRESHNESS
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City Council Staff Report

February 10, 2026



From: Christopher Fisher, Municipal Services Director
Prepared by: Juan Vargas, Recreation Superintendent
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accept the recommendation of the Parks, Arts and Recreation Commission to approve the Public Artwork application from Officer Jacob Young on behalf of the Turlock SWAT Association and artist Brodin Studios

2. NARRATIVE:

On November 14, 2025, staff received a Public Artwork Permit Application from Officer Jacob Young on behalf of the Turlock SWAT Association and artist Brodin Studios. The application recognizes the Turlock Public Safety Facility as a focal point for honoring military veterans. At the south end of the parking lot there are military service flags that are prominently displayed, and the center appears to be a location appropriate for a commemorative statue. This project proposes the installation of a single, life-size bronze statue atop the existing pedestal in the middle of the military service flags. The statue will depict a modern American warfighter representing service members of Operation Iraqi Freedom and Operation Enduring Freedom, reflecting the contemporary era associated with the construction of the Public Safety Facility. The statue will be positioned standing and saluting, oriented north toward the United States Flag situated between the Public Safety Facility and Carnegie Arts Center. The application is attached for reference.

The application for public artwork was presented at the December 10, 2025, Parks, Arts and Recreation Commission meeting. The application for public artwork at 244 N. Broadway, Public Safety Facility, was approved unanimously by the Commission, therefore prompting staff to bring the PARC recommendation to City Council for final approval.

3. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact associated with this action. If approved, applicant would go through appropriate City permitting processes and furnish all materials and labor.

4. ENVIRONMENTAL DETERMINATION:

This action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities), as it involves the placement of public art on an existing City facility and does not result in an expansion of use or significant environmental effects.

5. ATTACHMENTS:

1. Public Artwork Application - Brodin Studios

CITY OF TUROCK

144 S. Broadway • Turlock, CA 95380 • 209-668-5594 • <http://www.cityofturlock.org>

Public Artwork Permit Application

APPLICANT: Complete all sections below that apply to the proposal. Please print legibly.

Application Date NOVEMBER 13, 2025

Artwork Installation Street Address 244 N BROADWAY (PUBLIC SAFETY FACILITY)

Sponsor Name TUROCK SWAT ASSOCIATION

Mailing Address 244 N BROADWAY TURLOCK, CA 95380

Is proposed artwork permanent or temporary? If temporary how long will the artwork be displayed _____

City _____ State _____ Zip Code _____

Day Phone _____ FAX _____ E-mail _____

Artist Name (Artist must attach a bio that includes their experience / background as it pertains to the proposed work) BRODIN STUDIOS

Mailing Address 70127 330TH STREET

City KIMBALL State MN Zip Code 55353

Day Phone 320-398-4304 FAX 320-398-4305 E-mail NICKC @ arvig.net

Project Description: Please describe the proposed artwork and attach a picture to this application.

The Public Safety Facility has long served as a focal point for honoring military veterans each November. At the south end of the parking lot, the military service flags are prominently displayed; however, the central pedestal between the flagpoles remains unoccupied and appears intended for a commemorative statue. With numerous veterans currently employed by the City of Turlock—and with strong and consistent support for the military from both the City and its residents—it is an appropriate and meaningful time to enhance this space in their honor.

This project proposes the installation of a single, life-size bronze statue atop the existing pedestal located between the military service flags. The statue will depict a modern American warfighter, representing service members of Operation Iraqi Freedom and Operation Enduring Freedom, reflecting the contemporary era associated with the construction of the Public Safety Facility. The figure will be positioned standing and saluting, oriented north toward the United States Flag situated between the Public Safety Facility and the Carnegie Arts Center.

Photographs have been included with this application for reference.

ACKNOWLEDGEMENTS

The Sponsor and Artist must acknowledge the following terms as consideration for issuance of a Public Artwork Permit.

| Sponsor | Artist | |
|------------|------------------|--|
| <u>JCY</u> | <u><i>Lu</i></u> | 1. Art must be completed or supervised by an artist with prior experience. |
| <u>JCY</u> | <u><i>Lu</i></u> | 2. Artist must attach a bio that includes their experience / background as it pertains to the proposed work. |
| <u>JCY</u> | <u><i>Lu</i></u> | 3. Review of proposed art design and location must be approved by both City Staff and the Parks, Arts and Recreation Commission before final consideration from the Turlock City Council. |
| <u>JCY</u> | <u><i>Lu</i></u> | 4. Prior to final approval by the Turlock City Council the Parks, Arts and Recreation Commission will host a public hearing where all addresses within 1000ft. will be notified and given the opportunity to provide feedback on the project. |
| <u>JCY</u> | <u><i>Lu</i></u> | 5. Artist will be expected to design work that will be complimentary with the surrounding area. |
| <u>JCY</u> | <u><i>Lu</i></u> | 6. The artwork will not portray themes that may be interpreted as derogatory as to race religion, sexual orientation, natural origin, or physical or mental disability. |
| <u>JCY</u> | <u><i>Lu</i></u> | 7. All projects will be directly sponsored, managed and controlled by the city itself, with the rules or guidelines about acceptable works published in advance |
| <u>JCY</u> | <u><i>Lu</i></u> | 8. The composition of the artwork shall be of a permanent durable and weather resistant material that requires a low level of maintenance. Maintenance requirements shall be provided. |
| <u>JCY</u> | <u><i>Lu</i></u> | 9. Workmanship: Any support/attachments must be approved by a professional structural engineer; work on site must be supervised and approved by artist. |
| <u>JCY</u> | <u><i>Lu</i></u> | 10. Artwork shall not serve as an advertisement of any product, service or company name in violation of City of Turlock Municipal Code. |
| <u>JCY</u> | <u><i>Lu</i></u> | 11. Public art permit or approval does not warrant or guarantee that, after installation, the art work will be preserved or remain intact for the expected life span. If the artist or sponsor wishes to preserve the artwork, it is his or her responsibility to reach an agreement regarding maintenance, and preservation. Approval by the Turlock City Council does not constitute an indication or promise of any conservation or restoration funds from the City of Turlock. |
| <u>JCY</u> | <u><i>Lu</i></u> | 12. If vandalism/graffiti to the artwork occurs, it is the responsibility of the artist or sponsor to remove graffiti within 5 days after written notification from the city, (consistent with TMC 4-14-405). If the graffiti is not removed and the mural is not repaired by the artist, City of Turlock can remove the graffiti vandalism using their standard removal techniques/materials. |
| <u>JCY</u> | <u><i>Lu</i></u> | 13. It is the responsibility of the artist to create and maintain their artwork. The City of Turlock requires that the artwork will be kept in good repair with periodic maintenance to be performed by the artist as needed. By submitting the application both the artist and sponsor agree that should the artwork be defaced and/or not repaired, maintained, preserved and/or conserved to the satisfaction of the City of Turlock, the City of Turlock has, in its sole discretion, the authority to repair, maintain, preserve, and/or conserve the artwork, or alternatively, the City of Turlock has the authority to remove, alter, or destroy the artwork at the cost of the artist and/or sponsor. |

JLY JL

14. If for any reason the artwork placed on public property is removed, altered, or destroyed by the sponsor and/or artist, the sponsor and/or artist are responsible for restoring the property to the original condition.

JLY JL

15. An independent appraisal or other evidence of value, such as an artist's price quote or bill of sale must be provided for liability purposes.

JLY JL

16. The City of Turlock will be acting as a speaker and a patron of the arts and has sole discretion to select those messages it wants to promote

With my signature below, I attest that each of the above initialed items is true, and I agree to each of these terms. I understand that I am contractually bound by these terms for the life of the artwork. Violations of any of the above initialed terms, or regulations will be enforced by the City of Turlock.

Sponsor Name (printed) JACOB YOUNG, TURLOCK SWAT ASSOCIATION

Sponsor Signature [Signature] Date 11/13/2025

Artist Name (printed) Brooklyn Studios, Inc

Artist Signature [Signature] Date 11/14/25

Brodin Studios, Inc. – Nick Christensen

brodinsales@arvig.net ▪ (320)398-4304 ▪ brodinstudios.com ▪ 70127 330th St. Kimball, MN 55353

Professional Summary

Brodin Studios is a nationally recognized bronze sculpture studio with more than 40 years of experience creating custom memorials that honor the service, sacrifice, and dedication of America's military personnel and public safety professionals. With over 350 bronze sculptures installed across the United States and Canada, the studio has become a trusted partner for municipalities, government agencies, veterans' organizations, and public art committees seeking meaningful, accurate, and enduring memorial artwork.

Founded on a mission to preserve history and honor those who serve, Brodin Studios specializes in lifelike, highly detailed figures—ranging from saluting soldiers to battlefield scenes, police and firefighter memorials, and community-based public art. The studio's long-standing commitment to military tribute work includes extensive experience sculpting modern U.S. soldiers, uniforms, and equipment with exceptional accuracy, ensuring each memorial reflects the dignity and professionalism of today's service members.

Brodin Studios operates as a turn-key provider, handling every stage of the process in-house—including concept development, digital modeling, sculpting, bronze casting, patination, delivery, and installation. The team draws from backgrounds in art, mechanical design, and engineering to ensure each sculpture is not only visually powerful, but structurally sound and engineered for long-term outdoor display. The studio casts in Everdur silicon bronze and has developed a reputation for excellence in finish quality, durability, and attention to lifelike detail.

With a proven history of successful installations for local, state, and federal agencies, Brodin Studios brings an unmatched ability to collaborate with committees, honor community vision, and deliver memorials that resonate deeply with the public. Each sculpture is created with the highest respect for the individuals it represents, embodying the core values of service, courage, integrity, and sacrifice.

For the City of Turlock, Brodin Studios is uniquely qualified to create a modern-day soldier saluting in fatigues, offering decades of experience in military memorials, advanced modeling capabilities for precise representation, and a long record of producing powerful, lasting tributes that become landmarks within the communities they serve.

Pricing

Life-size Saluting Soldier Statue in Fatigues: \$45,000

24" x 36" Standard Bronze Plaque on steel powder coated stand: \$6,500

Crating & Shipping: \$3,000 - \$4,000 (based on fuel rates at time of shipment)



City Council Staff Report

February 10, 2026



From: Christopher Fisher, Municipal Services Director
Prepared by: Janine Lee, Associate Engineer
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to execute an agreement with Turlock Irrigation District for the acceptance of \$58,845.00 in grant funds

Resolution: Amending the Fiscal Year 2025–26 budget to reflect \$58,845.00 in revenue in Fund 269 “Parks and Public Facilities Grants” (account 269-60-614-383.34180 - Local Grant Revenue) and \$58,845.00 in expenses (account 269-60-614-383.51270 - Construction Project) for City Project 23-042 "Montana Park Phase II"

2. NARRATIVE:

On December 12, 2025, staff applied for a Turlock Irrigation District (TID) “Powering our Communities” grant. The purpose of this program is to provide financial support for energy efficiency projects benefiting the community. Eligible projects include, but are not limited to, lighting projects in low income neighborhood/parks or lighting projects in community-use sports complexes. Projects are reviewed to ensure they benefit the underserved by providing safety and recreation. On January 21, 2026, TID informed staff they had awarded the Montana Park Phase II project an energy reduction grant in the amount of \$58,845.00.

Acceptance of the grant requires the City to execute a grant agreement and comply with standard grant conditions. These conditions include limiting use of the funds to the approved project purpose, completing basic documentation and reporting following project completion, and acknowledging TID’s contribution through customary public recognition, which may include on-site signage or similar acknowledgment. The agreement does not create an ongoing financial obligation beyond the awarded grant amount.

The funding amount is calculated based on the estimated energy savings yielded by the new facility’s components, such as the lighting to be installed for the new playground, parking lot, and pickleball courts. This grant can only be used for expenditures related to the construction of City Project 23-042 "Montana Park Phase II".

3. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact associated with executing the grant agreement and accepting the grant funds. When funds are received by the City, they will be recorded in Fund 269 “Parks and Public Facilities Grants”, (revenue account 269-60-614-383.34180 - Local Grant Revenue) and expended in the project account number, which is expense account 269-60-614-383.51270 - Construction Project for use in the construction of City Project 23-042 "Montana Park Phase II".

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. TID Award Letter and Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

| | | |
|---|---|-----------------------------|
| IN THE MATTER OF AMENDING THE | } | RESOLUTION NO. 2026- |
| FISCAL YEAR 2025–26 BUDGET TO | } | |
| REFLECT \$58,845.00 IN REVENUE IN | } | |
| FUND 269 “PARKS AND PUBLIC | } | |
| FACILITIES GRANTS” (ACCOUNT 269-60- | } | |
| 614-383.34180 - LOCAL GRANT REVENUE) | } | |
| AND \$58,845.00 IN EXPENSES (ACCOUNT | } | |
| 269-60-614-383.51270 - CONSTRUCTION | } | |
| PROJECT) FOR CITY PROJECT 23-042 | } | |
| "MONTANA PARK PHASE II" | } | |

WHEREAS, the City of Turlock applied to the Turlock Irrigation District (“TID”) for grant funding under the “Powering Our Communities” program to support energy-efficient improvements associated with the Montana Park Phase II project; and

WHEREAS, on January 21, 2026, TID notified the City that it had awarded the Montana Park Phase II project a grant in the amount of Fifty-Eight Thousand Eight Hundred Forty-Five Dollars (\$58,845.00); and

WHEREAS, the awarded grant funds are based on estimated energy savings associated with project improvements, including lighting for the playground, parking lot, and pickleball courts, and may only be used for construction-related expenditures for the Montana Park Phase II project; and

WHEREAS, acceptance of the grant funds requires an amendment to the Fiscal Year 2025–26 budget to recognize both the grant revenue and the corresponding project expenditures; 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 amends the Fiscal Year 2025–26 budget to reflect \$58,845.00 in revenue in Fund 269 “Parks and Public Facilities Grants” (account 269-60-614-383.34180 - Local Grant Revenue) and \$58,845.00 in expenses (account 269-60-614-383.51270 - Construction Project) for City Project 23-042 "Montana Park Phase II".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of February, 2026, by the following vote:

AYES:

NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



December 18, 2025

City of Turlock
Christopher Fisher
156 S. Broadway, Suite 150
Turlock, CA 95380

We are pleased to inform you that Turlock Irrigation District reviewed your Montana Park Project and will award a grant in the amount of \$58,845.00 under our Powering Our Communities Grant. It is a pleasure to present this grant to the City of Turlock, to be used exclusively for the Montana Park Project.

This letter and its attachments outline the terms and conditions of accepting our grant. Please read all the terms and conditions carefully, sign and return along with this signed contract letter no later than February 20, 2026. After we receive your signed contract and contract is complete, we will mail you a check within two weeks.

Upon signing the contract, your agency states that you agree to notify us if there is any change to the project. In addition, we may request a report on the expenditure of our grant after six (6) months from project completion. When available, please furnish us with a copy of any audited statements of the finances of the project.

The contract also gives TID your permission to use photographs, logos, published/printed information about the project and the City of Turlock, without further notice in press release and/or publications.

Congratulations, we look forward to working with you.

Sincerely,

Monique Hampton
Energy Services Manager
Turlock Irrigation District

ACCEPTED AND AGREED:

In addition to the specific terms and conditions in the grant award letter dated December 18, 2025, to which these General Grant Terms, Conditions and Understanding are attached, Turlock Irrigation District (TID) is awarding you this grant to you as the Grantee contingent upon the following:

You are a government agency, school or municipality.

Expenditure of Funds:

This grant is made for the purpose outlined in the grant award letter and may not be expended for any other purpose.

The grant is intended to support a specific project, any portion of the grant unexpended at the completion of the project shall be retained by TID.

You may not expend any grant funds for any political or lobbying activity or for any purpose other than one specified.

No Assignment or Delegation:

You may not assign, or otherwise transfer, your rights or delegate any of our obligations under this grant without prior written approval from TID.

Records and Reports:

You are required to keep a record of all receipts and expenditures relating to this grant and to provide TID with a copy of the final invoices paid and any additional information supporting the project.

Reasonable Access for Evaluation:

You will permit TID and its representatives, at its request, to have reasonable access during regular business hours to your files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verification or program evaluations as TID deems necessary or appropriate concerning this grant award.

Publicity:

You will allow TID to use information regarding this grant, including the amount and purpose of the grant, any photographs you have provided or that have been taken by TID, your logo or trademark, or other information about your organization and its activities, in TID's printed and

digital collateral, including, but not limited to, public reports, newsletters, new releases, social media and program materials.

Right to Modify or Revoke:

TID reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in TID's sole discretion, such action is necessary: 1) because you have not fully complied with the terms and conditions in this grant; 2) to protect the purpose and objectives of the grant; 3) to comply with the requirements of any law or regulation applicable to you, TID or this grant.

If TID does not receive signed copies of the grant award letter and of these general grant terms within 60 days after the TID's grant award letter, this grant may be revoked.

The undersigned certify that they will be duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

ACCEPTED AND AGREED TO:

Organization Name

Executive Director (printed)

Executive Director (signature/date)

City Council Staff Report

February 10, 2026



From: Sue Borrego, Interim City Manager
Prepared by: Jessie Dhami, Human Relations Director
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appointing and employing CalPERS retired annuitant Gary Hampton as Interim City Manager pursuant to CalPERS requirements and suspending the applicability of section 14.05 of the City’s personnel system rules and regulations, as to the City Manager and/or the City Manager’s relatives during the period of Mr. Hampton’s appointment as Interim City Manager

2. NARRATIVE:

The appointment and employment of an Interim City Manager is recommended due to the vacancy of the City Manager position. The City requires interim executive leadership, and Gary Hampton, a CalPERS annuitant, has the specialized skills and prior experience necessary to serve as Interim City Manager.

CalPERS statutes, regulations, and guidance set forth a variety of rules and procedures applicable to the employment of a CalPERS retired annuitant including the following:

- The compensation paid to a CalPERS annuitant must be within the existing salary schedule for the position at issue;
- The annuitant may only be appointed once to the interim position as a CalPERS annuitant;
- The duration of employment must terminate upon the hiring of a candidate to the vacant position;
- The annuitant may not receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate;
- The annuitant may not exceed 960 hours of service per fiscal year;
- The annuitant may not have received any unemployment insurance compensation arising out of prior employment with a public employer during the twelve (12) month period prior to appointment.

In addition, the performance of the City Manager position requires specialized skills which Mr. Hampton possesses as demonstrated by his service as City Manager prior to his retirement, and his service as Acting City Manager post-retirement. Given the uniqueness of Mr. Hampton’s qualifications to serve as the Interim City Manager, the duration of the appointment pursuant to CalPERS rules, and to ensure the efficient continuation of the City Manager’s duties, it is recommended that section 14.05 “Employment of Relatives, Anti-Nepotism Policy and Conflict of Interest Living Arrangements Related to City Employment” of the City’s Personnel System Rules and Regulations, be suspended and not apply to the

City Manager and/or the City Manager's relatives during the period of Mr. Hampton's appointment.

3. FISCAL IMPACT / BUDGET AMENDMENT:

In accordance with CalPERS rules, and based on placement of Mr. Hampton on Step 5 of the existing City Manager salary schedule, Mr. Hampton will receive an hourly rate of pay calculated as follows: $\$22,425.00/173.333 = \129.38 per hour. CalPERS rules restrict the maximum amount of hours to 960 per fiscal year. There are sufficient savings due to vacancies in the City Manager's department and therefore no budget augmentation is needed at this time.

4. ENVIRONMENTAL DETERMINATION:

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

5. ATTACHMENTS:

1. Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

RESOLUTION NO. 2026-

IN THE MATTER OF APPOINTING AND }
EMPLOYING CALPERS RETIRED }
ANNUITANT GARY HAMPTON AS INTERIM }
CITY MANAGER PURSUANT TO CALPERS }
REQUIREMENTS AND SUSPENDING THE }
APPLICABILITY OF SECTION 4.3.6 OF THE }
CITY'S PERSONNEL SYSTEM RULES AND }
REGULATIONS, AS TO THE INTERIM CITY }
MANAGER AND/OR THE INTERIM CITY }
MANAGER'S RELATIVES DURING THE }
PERIOD OF MR. HAMPTON'S APPOINTMENT }
AS INTERIM CITY MANAGER }
_____ }

WHEREAS, Gary Hampton ("Mr. Hampton") has previously received a service retirement under the CalPERS retirement system; and

WHEREAS, Mr. Hampton reached normal retirement age prior to receiving his CalPERS service retirement, and has had a bonafide separation from City-service of more than 180 days; and

WHEREAS, the position of Interim City Manager is available because the City Manager position is currently vacant; and

WHEREAS, the City has initiated an open recruitment related permanently filling the vacant City Manager position; and

WHEREAS, performance of the City Manager position requires specialized skills which Mr. Hampton possesses as demonstrated by his prior service as the Turlock City Manager before his retirement and as Acting City Manager following his retirement; and,

WHEREAS, the City intends to employ Mr. Hampton as a retired annuitant in accordance with CalPERS rules and procedures; and,

WHEREAS, due to the unquestionable uniqueness of Mr. Hampton's qualifications to serve as the Interim City Manager, the duration of the appointment pursuant to CalPERS rules, and to ensure the efficient continuation of the City Manager's duties and responsibilities, section 4.3.6 "Employment of Relatives, Anti-Nepotism Policy, and Conflict of Interest Living Arrangements Relating to City Employment" of the Personnel System Rules and Regulations, will not be applicable to the City Manager and/or the City Manager's relatives as defined in section 4.3.6(A), during the period of Mr. Hampton's appointment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock hereby finds, determines, and resolves as follows:

1. Mr. Hampton is appointed to serve as Interim City Manager based on the specialized skills he possesses and which are needed in performing the duties of the position, effective on February 11, 2026.

2. In accordance with CalPERS rules, Mr. Hampton shall be placed on Step 5 of the existing City Manager salary schedule, with an hourly rate of pay calculated as follows: $\$22,425.00/173.333 = \129.38 per hour.

3. Mr. Hampton may only be appointed once to the Interim City Manager position as a CalPERS annuitant, and shall not exceed 960 hours of service per fiscal year.

4. Mr. Hampton shall not receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.

5. Mr. Hampton's service as Interim City Manager shall be terminated upon the hiring of a candidate to the City Manager position.

6. During the time of Mr. Hampton's service as Interim City Manager, section 4.3.6 "Employment of Relatives, Anti-Nepotism Policy, and Conflict of Interest Living Arrangements Relating to City Employment" of the Personnel System Rules and Regulations for the City of Turlock, shall not be applicable to the Interim City Manager and/or the Interim City Manager's relatives.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of February 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report

February 10, 2026



From: Sue Borrego, Interim City Manager
Prepared by: Jessie Dhami, Human Relations Director
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an Employment Agreement Between the City of Turlock and Gary Hampton as Interim City Manager.

2. NARRATIVE:

If the City Council appoints Gary Hampton as the Interim City Manager in the previous agenda item, staff recommends that the attached Employment Agreement, memorializing the terms of Mr. Hampton's employment as Interim City Manager, and as a CalPERS retired annuitant, be approved by the Council.

Should the City Council appoint Mr. Hampton as the Interim City Manager, staff recommends that the City enter into the attached Employment Agreement that memorializes the terms of Mr. Hampton's employment as Interim City Manager, and as a CalPERS retired annuitant. The attached Employment Agreement is substantially similar to the employment agreement entered into between the City and Mr. Hampton in 2024 when he previously served as the Acting City Manager. The Employment Agreement between the City of Turlock and Gary Hampton sets forth applicable employment terms and references Mr. Hampton's status as a CalPERS annuitant including the following:

- The amount of compensation set at Step 5 of the current City Manager salary schedule;
- That Mr. Hampton may only be appointed once to the Interim City Manager position as a CalPERS annuitant;
- The term of employment must terminate upon the hiring of a candidate to the City Manager position;
- That no other benefit, incentive, compensation in lieu of benefits, or other form of compensation shall be received in addition to the hourly pay rate;
- Reference to performance of the duties of the City Manager position;
- The maximum amount of 960 hours of service per fiscal year pursuant to CalPERS rules;
- The ability of the City Council and Mr. Hampton to terminate the agreement;
- A certification that Mr. Hampton has not received any unemployment insurance compensation arising out of prior employment with a public employer during the twelve (12) month period prior to appointment, as required by CalPERS rules.

3. FISCAL IMPACT / BUDGET AMENDMENT:

In accordance with CalPERS rules, and based on placement of Mr. Hampton on Step 5 of the existing City Manager salary schedule, Mr. Hampton will receive an hourly rate of pay

calculated as follows: $\$22,425.00/173.333 = \129.38 per hour. CalPERS rules restrict the maximum amount of hours to 960 per fiscal year. There are sufficient savings due to vacancies in the City Manager's department and therefore no budget augmentation is needed at this time.

4. ENVIRONMENTAL DETERMINATION:

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

5. ATTACHMENTS:

1. Draft Resolution and Employment Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

| | | |
|--|----------------------------|--------------------------------|
| IN THE MATTER OF APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF TURLOCK AND GARY HAMPTON AS INTERIM CITY MANAGER | } } } } } } | RESOLUTION NO. 2026-XXX |
|--|----------------------------|--------------------------------|

WHEREAS, the position of Interim City Manager is available because the City Manager position is currently vacant; and

WHEREAS, the City Council desires to appoint and hire retired CalPERS annuitant Gary Hampton as Interim City Manager; and

WHEREAS, the performance of the City Manager position requires specialized skill which Mr. Hampton possesses as demonstrated by his prior service as the Turlock City Manager and as Acting City Manager; and

WHEREAS, the City has prepared an Employment Agreement between the City and Mr. Hampton memorializing the terms of Mr. Hampton’s employment as Interim City Manager, as a CalPERS retired annuitant.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the Employment Agreement attached as Exhibit A related to the appointment of Mr. Hampton to serve as Interim City Manager.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of February 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF TURLOCK AND GARY HAMPTON
AS INTERIM CITY MANAGER**

This Employment Agreement (“Agreement”) is entered into by and between the City of Turlock (“City”) and Gary Hampton (“Mr. Hampton”) (collectively referred to herein as “the Parties”) for employment as Interim City Manager.

1. Term and Conditions. City hereby employs Gary Hampton as the Interim City Manager effective on February 11, 2026. Mr. Hampton’s employment is subject to CalPERS rules and procedures related to employment of a CalPERS annuitant. Pursuant to CalPERS rules, Mr. Hampton may only be appointed once to the Interim City Manager position as a retired annuitant.

2. Compensation. In accordance with CalPERS rules, Mr. Hampton shall be placed on Step 5 of the existing City Manager salary schedule, with an hourly rate calculated as follows: $\$22,425.00/173.333 = \129.38 per hour. Mr. Hampton shall not receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly rate.

3. Duties. In serving as the Interim City Manager, Mr. Hampton is authorized to perform all duties assigned to the City Manager position.

4. CalPERS 960 Hour Limitation. Mr. Hampton shall not exceed 960 hours of service to the City (or a combined 960 hours of service to the City and other CalPERS-participating agencies) per fiscal year. Mr. Hampton shall report any other service performed to CalPERS-participating agencies during each fiscal year applicable under this agreement to the City’s Human Relations Director, and so that the Parties can ensure that the 960 hour limitation is not exceeded.

5. Duration and Termination. The term of this Agreement may be terminated by the City Council at any time. Mr. Hampton may terminate this Agreement upon fourteen (14) calendar day notice to the City Council. Further, the term of this Agreement shall terminate upon the hiring of a candidate to the City Manager position.

6. Unemployment Insurance Certification. By signature below, and in accordance with CalPERS requirements at Government Code section 7522.56(e)(1), Mr. Hampton certifies that he has not received any unemployment insurance compensation arising out of prior employment with a public employer during the twelve (12) month period prior to appointment as Interim City Manager under this Agreement.

7. General Provisions.

a. Governing Law. This Agreement, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions, and the Parties have not relied upon any representation, express or implied, not contained in this Agreement.

c. No Assignment. Mr. Hampton may not assign or transfer any rights granted or

obligations assumed under this Agreement.

d. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the Parties.

e. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have duly approved and executed this Agreement on February 10, 2026.

ON BEHALF OF THE CITY

Amy Bublak, Mayor

INTERIM CITY MANAGER

I hereby accept this offer of employment and agree to comply with each and every condition thereof, and to perform faithfully all of the duties of employment as Interim City Manager of the City of Turlock.

Gary Hampton