

City Council Meeting Agenda



February 24, 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

Gary Hampton

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 24, 2026**

Next City Council Resolution: 2026-021

Next Ordinance: 1342-CS

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

- A. Recognition: Former Stanislaus State Women's Soccer Head Coach Gabriel Bolton
- B. Presentation: Carnegie Arts Center 2024-2025 Annual Report (McDermott)
- C. Presentation: City Treasurer Investment Portfolio Review
- D. Appointment: Planning Commission - Community members

6. PUBLIC PARTICIPATION

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

7. CITY MANAGER REPORTS/UPDATES

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

8. CONSENT CALENDAR

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

- A. Accepting the Weekly demands of January 30, 2026 through February 5, 2026 in the amount of \$1,397,958.07 and the Investment and Cash Report for the month of January 2026 in the amount of \$323,438,980.94 (Finance)
- B. Accepting the Minutes of the February 10, 2026 City Council Special meeting and the Minutes of the February 10, 2026 City Council Regular meeting (City Clerk)
- C. Authorizing an Agreement with Crayon Software Experts LLC to renew Microsoft Licensing and Subscription Services for a three-year term for an amount not to exceed \$600,000.00 (Information Technology)

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- D. Approving a Master Agreement with BKF Engineers for Engineering Design Services for Roads Program Capital Improvement Program (CIP) Projects (Roads Program) for a term of three (3) years and option for three (3) one-year extensions (Engineering)
- E. Accepting improvements for City Project No. 25-039 "Replacing the AC units at Raw Sewage Pump Station #1" and authorizing the City Engineer to file a Notice of Completion (Engineering)
- F. Approving an Agreement with Carollo Engineers for a term of 3-years, for an amount not to exceed \$300,044.00, in a form approved by the City Attorney, for professional design services for TRWQCF Primary Flotator Improvements (Engineering)
- G. Accepting a donation for the Police Department's The Healthy Rooms Project (Police)
- H. Authorizing the City Manager to execute an agreement, in a form approved by the City Attorney, with Johnson Controls Building Solutions LLC for a term of one (1) year, a base contract amount of \$93,899.00, and authorizing a contingency amount of \$9,400.00 (10%), for the upgrade of the building automation and HVAC controls system at the Public Safety Facility, to be expensed to Fund 119 (American Rescue Plan Act) (Maintenance)

9. FINAL READINGS

10. PUBLIC HEARINGS

- A. Introduction and first reading of an Ordinance authorizing the levy of special taxes in a community facilities district, including certain annexation territory identified as Annexation No. 1, for City of Turlock Community Facilities District No. 3, Following a Public Hearing and Mailed Ballot Election of Affected Property Owners (Engineering)
- B. Introduction and first reading of an ordinance amending Turlock Municipal Code Title 9 (Zoning Ordinance), Chapter 9-2 (Regulations Applying to All Districts), Article 1 (Special Provisions Applying to All or Several Districts) and Article 3 (Nonconforming Structures and Uses) and amending Chapter 9-5 (Administration), Article 6 (Conditional Use Permits and Variances) (City Attorney's Office and Development Services Department)

11. ACTION ITEMS

- A. Adopting Amendments to the Fiscal Year 2025-2026 Budget as a result of the Mid-Year Budget Review (Finance)
- B. Adopting Reduced Capital Facilities Fees to Promote Business Growth (Finance)

12. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS

13. CLOSED SESSION

- A. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the

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statutorily provided scope of representation.”

Agency Negotiator: Mayor Amy Bublak

Unrepresented Employee: City Attorney

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

14. REPORTS FROM CLOSED SESSION

15. ADJOURNMENT

CERTIFICATE

OF EXCELLENCE

On behalf of City of Turlock, this certificate is
presented to:

Gabriel Bolton

in recognition of a career defined by teamwork, perseverance, and historic success



A blue ink signature of Mayor Amy Bublak, consisting of a stylized 'A' followed by 'Bublak' in a cursive script.

Mayor Amy Bublak



2024-25 ANNUAL REPORT

Presented to Turlock City Council 2/24/2026

MISSION



The Carnegie Arts Center is a regional gathering place for vibrant engagement with the arts. We educate & inspire through entertaining programs & exhibitions, contributing to our community.

PARTICIPATION 2024-25



EXHIBITIONS: 3,010

PROGRAMS & EVENTS: 3,161

**FIELD TRIPS: 1,724 students;
25 schools**

CLASSES: 485

RENTALS: 9,300 (est.)

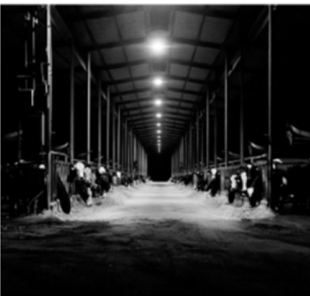
MEMBERS: 491

TOTAL: 17,600 est.



2024-25
EXHIBITIONS

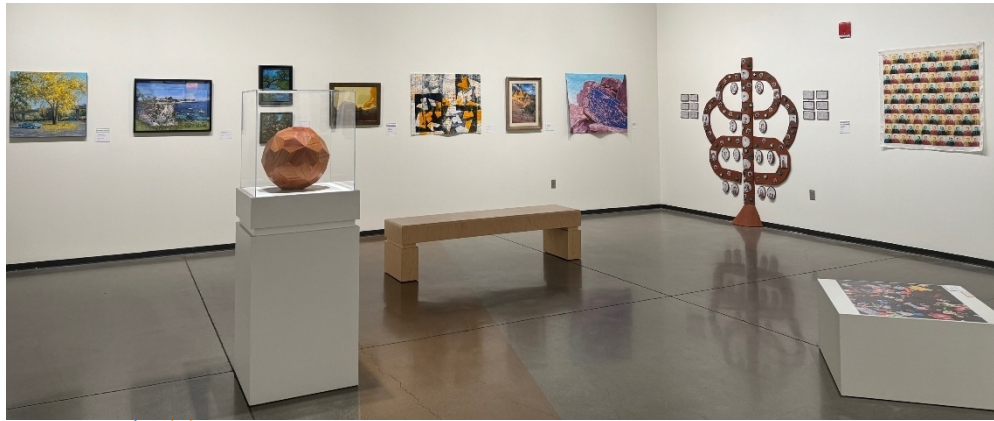
RECLAIMED
The Art of
Recology



Timothy Brown, Jr.
Zehl Day
Bronte Klass
Dottie Lo Bue
Emma Lowe
Destiny Nieves
Monica Ocegueda
Melissa Parga
Kyle Silligman
Zachary Silva
Tamsen Taves
Aaron Vizzini

2024-25 EXHIBITIONS

Valley
GROWING TALENT
Focus



2024-25 EXHIBITIONS





2024-25 HIGHLIGHTS

FIELD TRIPS

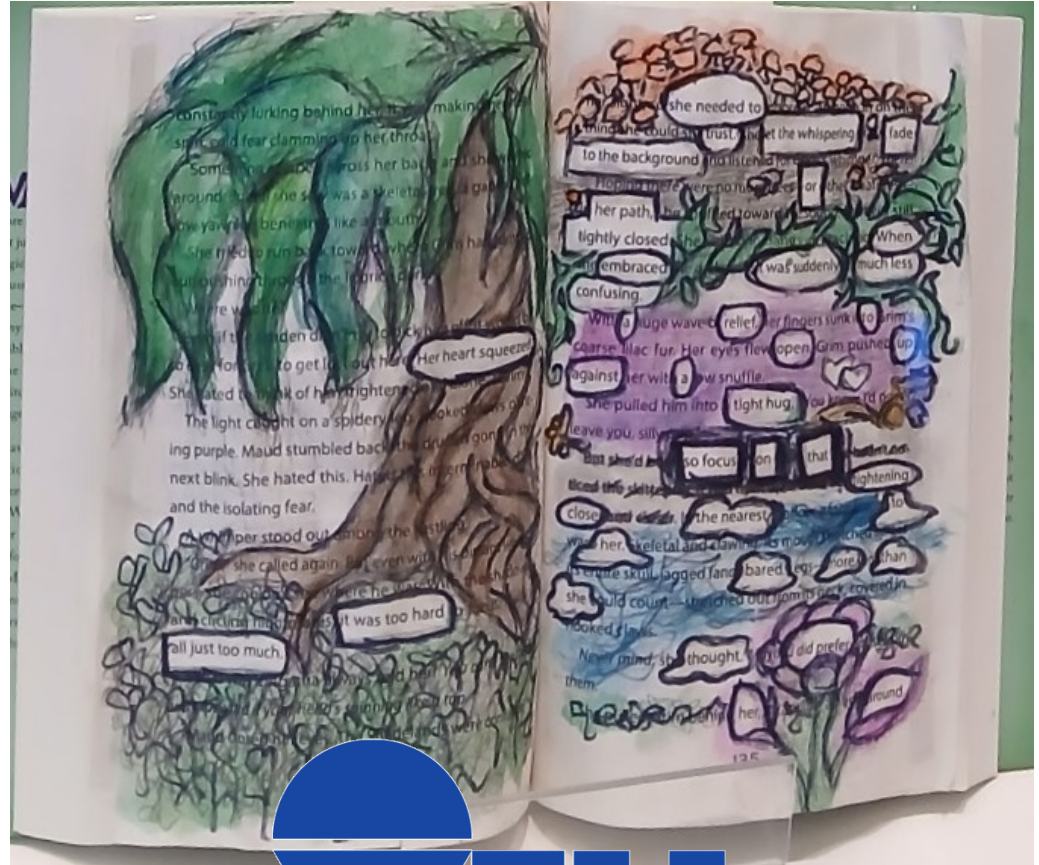
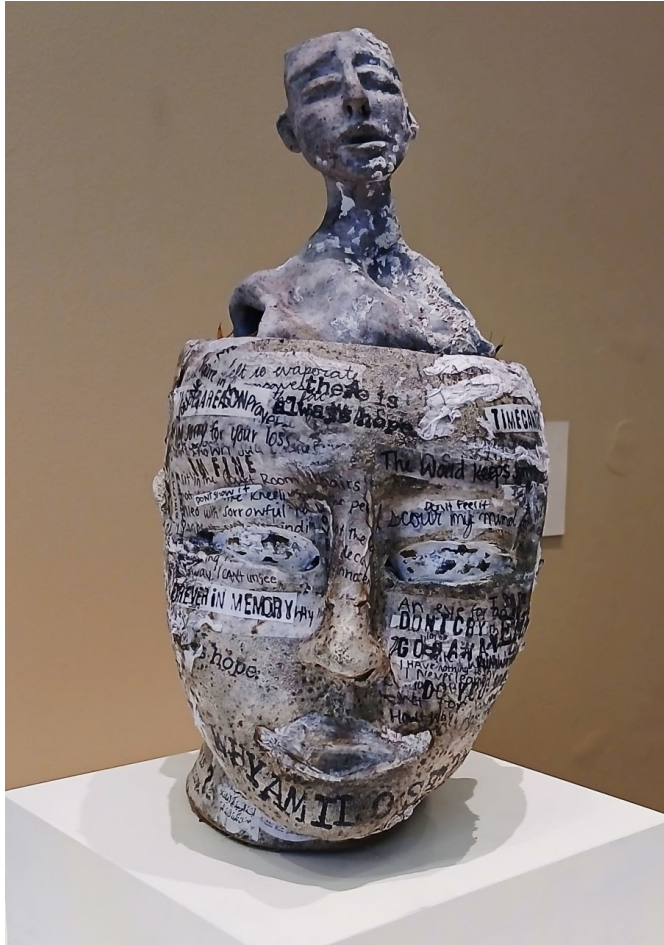




2024-25 HIGHLIGHTS DOWNTOWN BANNERS

ROBIC REFRIGERATION, INC. **DOWNTOWN TURLOCK** eat. drink. shop.

TD WATER & POWER **F&M BANK** Where Banking is Easy!



2024-25 HIGHLIGHTS GRANTS





2024-25 HIGHLIGHTS FUNDRAISING



2024-25 HIGHLIGHTS

BLOCK PARTY



The Greenery Nursery and Garden Shop



2024-25 Season Sponsors

PLATINUM

John and Jeani
FERRARI FAMILY
FOUNDATION

GOLD

I **INTEGRAL**
WEALTH MANAGEMENT

WIS&G
Winton-Ireland, Strom & Green
Insurance Agency

SILVER

Garton Tractor
Gemperle Family Farms
John Miles &
Priscilla Peters
Trudia Pauley

ANNUAL BLOCK PARTY

City of Turlock
CSU Stanislaus
The Greenery Nursery &
Garden Shop

WELLNESS ART CLUB

Omega Nu, Phi Gamma
Chapter

DOWNTOWN BANNERS

F & M Bank
Robic Refrigeration
Turlock Downtown Property
Owners Association
Turlock Irrigation District

FAMILY FRIDAYS

Turlock Dental Care

BRONZE

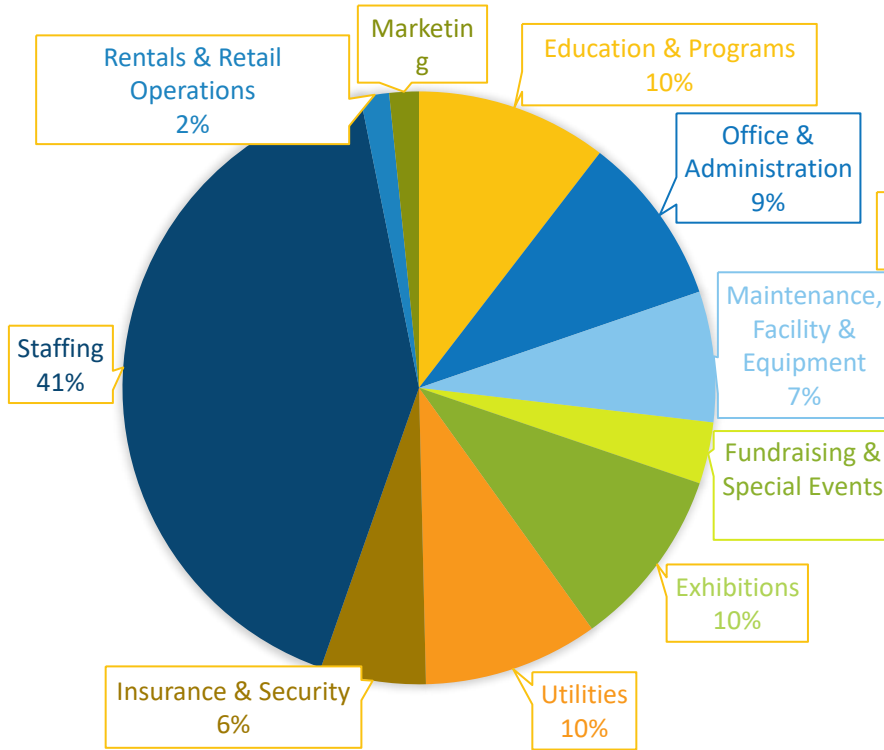
Acme Electric
Lancaster Painting
Oak Valley Community Bank
Paul's Paint Company
Wahl, Willemse, Wilson, CPA

PROMOTERS

Crinklaw Fine Arts • Wilkey Industries

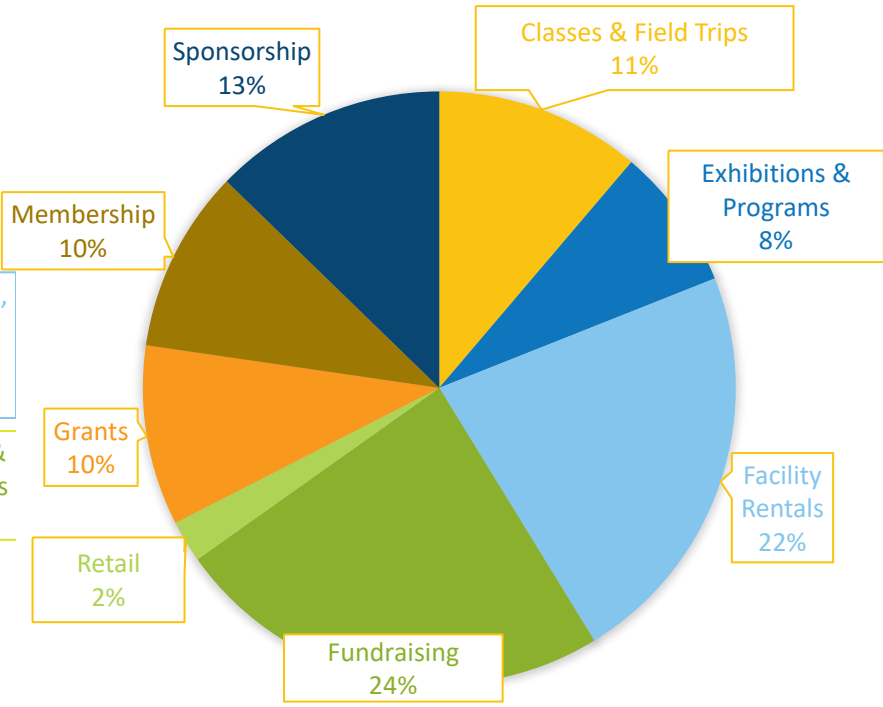
2024-25 SEASON SPONSORS

EXPENSES FY 2024-25



Total Expenses: \$542,510

INCOME FY 2024-25



Total Unrestricted Income: \$495,129

Endowment Funding: \$102,525

FINANCIALS FY 2024-25

VALLEY

BILL HARRIS: FROM LIFE

FOCUS

NOW ON VIEW
through May 16



NOW ON VIEW
through April 18





WEBSITE CarnegieArtsTurlock.org

SOCIAL MEDIA

- Facebook: [@carnegieturlock](https://www.facebook.com/carnegieturlock)
- Instagram: [@carnegiearts](https://www.instagram.com/carnegiearts)

City of Turlock Investment Portfolio Review

Michael Abram, PhD, CFA
City Treasurer

February 24, 2026

Financial Management Responsibilities

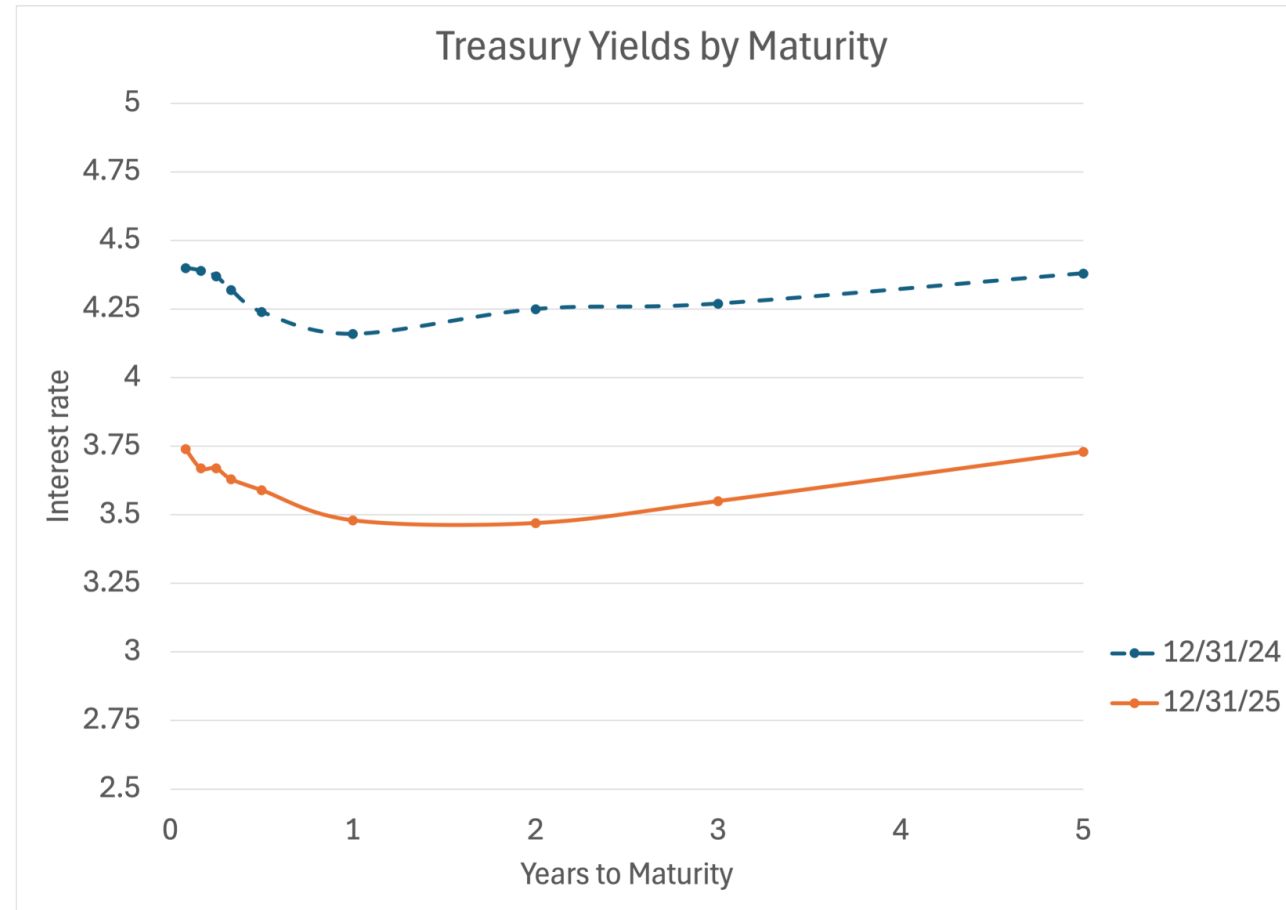
Roles	Responsibilities
City Treasurer	Directs and executes investment activities (Government Code §53607)
Finance Director & Finance Department	Manages day-to-day non-investment-related activities including preparing budgets, accounting, and financial reporting
City Council	Sets policy and approves spending
California Government Code (§53600-53609)	Sets rules and regulations for local agencies to invest public funds
City of Turlock's Investment Policy	Internal document that provides more specific operational guidelines and can be more restrictive than government code

City of Turlock's Investment Policy

- Establishes priority of objectives
 1. Safety of principal
 2. Liquidity to meet cash flows
 3. Return on investment
- “Prudent investor” standard
- Specifies authorized investments
- Safekeeping arrangements
- Monthly Treasurer’s reports

PERMITTED INVESTMENTS	PERCENTAGES No More than the following of the Agency's Money	MAXIMUM MATURITY
U.S. Treasury Notes, Bonds and/or Bills	Unlimited	5 years
U.S. Government Agency Securities	Unlimited	5 years No more than 25% in one single name
Negotiable Certificates of Deposit	30%	5 years
Certificates of Deposit	unlimited	5 years
Bankers Acceptances	40% (no more than 30% in any one commercial bank)	180 days
Commercial Paper Rated A-1 or Higher	25% of the money (no more than 10% in a single issuer)	270 days
State of California Local Agency Investment Fund (LAIF)	equal to maximum limit set by LAIF	n/a
California Asset Management Program (CAMP) Joint Powers Authority Pool	Unlimited	n/a
Section 115 Trust	Unlimited	n/a
Repurchase Agreement	Unlimited	1 year
Money Market and Mutual Funds	20%	n/a
Corporate Notes (AA)	30%	5 years

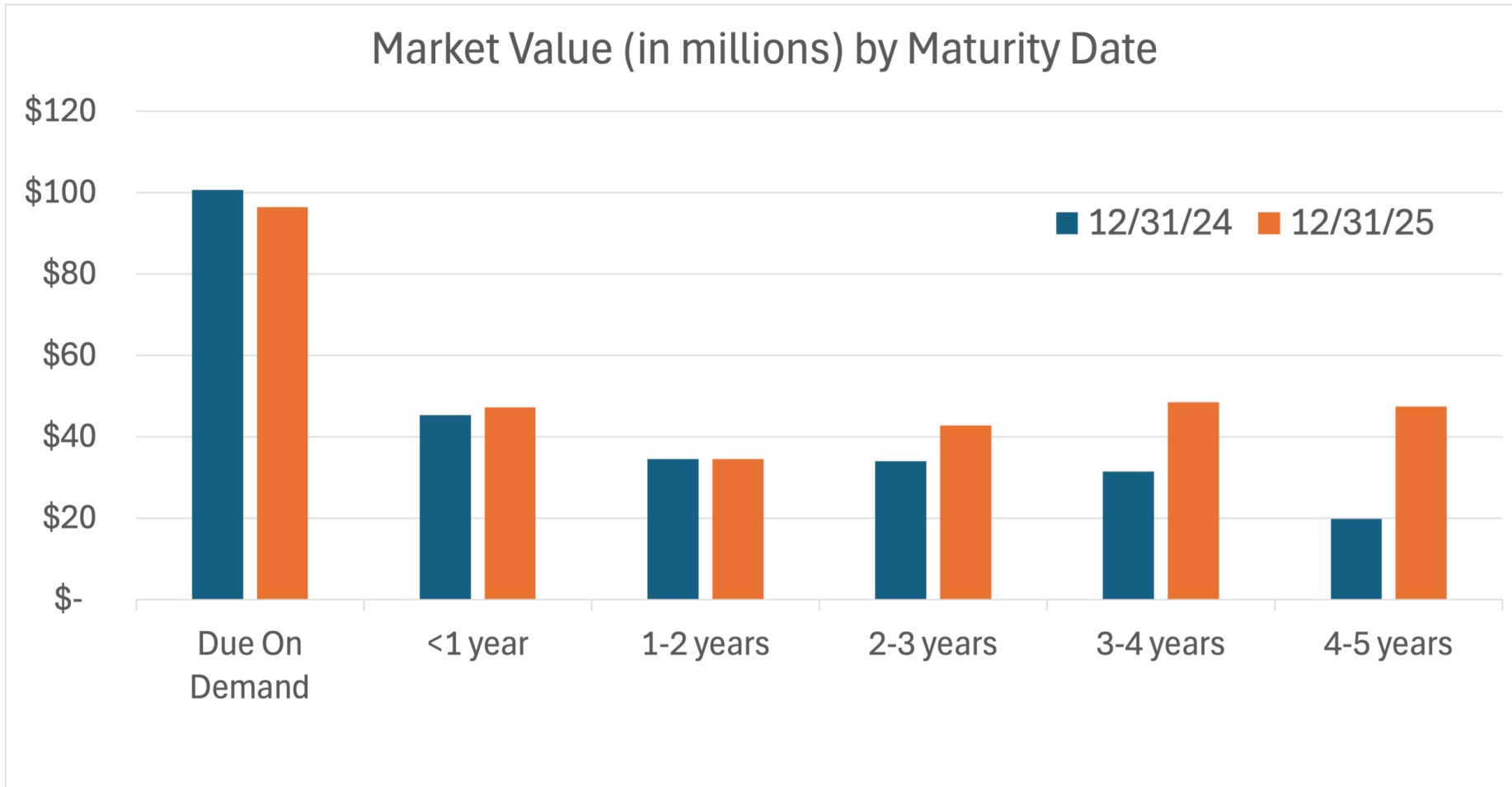
Bond Market Overview



1st Objective: Safety of principal

Investment Types	12/31/25 Market Value	Portfolio Allocation
U.S. Treasuries	\$ 129,023,523.70	40.69%
U.S. Agencies	\$ 74,289,926.46	23.43%
California Asset Management Program (CAMP)	\$ 43,546,445.73	13.73%
Money Markets and Mutual Funds	\$ 32,899,240.83	10.38%
Corporates	\$ 16,534,075.50	5.21%
Local Agency Investment Fund (LAIF)	\$ 10,258,070.75	3.24%
Demand Deposits	\$ 9,759,078.50	3.08%
CDs	\$ 752,221.58	0.24%
Grand Total	\$ 317,062,583.05	100.00%

2nd Objective: Liquidity to meet cash flows



3rd Objective: Return on investment

Return during the period 1/1/25-12/31/25 (1 year)

Investment Portfolio:

+ **4.94%** (IRR on market value)

+ **\$14,587,615.33**

Benchmarks:

+ 4.24% (SGOV: iShares 0-3 month Treasury ETF)

+ 4.95% (SHY: iShares 1-3 year Treasury ETF)

Forward-looking measure of expected return

Investment Portfolio:

3.71% (Yield to Maturity)

1.86 years (Average Maturity)

Benchmarks:

3.49% (SGOV: iShares 0-3 month Treasury ETF)

3.59% (SHY: iShares 1-3 year Treasury ETF)

Next Steps

- Updates to monthly Treasurer's Report
- Updates to Investment Policy
- Review 7/1/25 – 6/30/26 in late July 2026

- Questions?

MAbram@turlock.ca.us

Planning Commission

Number of Vacancies = 1

Appoint community member to fill a term that will expire on 12/31/2029

One (1) Applicant:

- Patrick Jensen

The application for the above-mentioned applicant can be viewed in the Office of the City Clerk.

MAYOR BUBLAK'S RECOMMENDED APPOINTMENT:

Appoint Patrick Jensen to the Planning Commission for the remainder of the term 01/01/2026 through 12/31/2029.

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
152254	02/03/2026	Open			Accounts Payable	STANISLAUS CO SUPERIOR CT	\$2,935.00		
	Invoice		Date	Description		Amount			
	CV-24-006882		12/29/2025	Fee/Costs CV-24-006882		\$1,420.00			
	CV-24-010295		12/29/2025	Fess/Costs CV-24-010295		\$1,515.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,935.00			
152255	02/03/2026	Open			Accounts Payable	STANISLAUS CTY SHERIFF	\$900.00		
	Invoice		Date	Description		Amount			
	CV-24-006882		12/29/2025	Fee for Service of Process		\$300.00			
	CV-24-010295		12/29/2025	Fee for Service of Process		\$600.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$900.00			
152256	02/03/2026	Open			Utility Management Refund	BETOUSHANA, EILBRET	\$251.41		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		001644-002	MOVE OUT CREDIT	02/02/2026	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$251.41			
152257	02/03/2026	Open			Utility Management Refund	CARLSEN, CAROL	\$299.16		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		512605-012	MOVE OUT CREDIT	02/03/2026	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$299.16			
152258	02/03/2026	Open			Utility Management Refund	CLINE, LAURA	\$10.92		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		784060-004	MOVE OUT CREDIT	02/02/2026	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$10.92			
152259	02/03/2026	Open			Utility Management Refund	HALE, TAYLORE	\$172.43		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		217204-008	MOVE OUT CREDIT	02/02/2026	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$172.43			
152260	02/03/2026	Open			Utility Management Refund	LEON, SERGIO	\$1,250.00		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		766518-001	CUSTOMER REQUEST	02/03/2026	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$1,250.00			
152261	02/03/2026	Open			Utility Management Refund	SINGH, GURPAL	\$280.27		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		219215-006	MOVE OUT CREDIT	02/03/2026	Refund			

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$280.27		
152262	02/03/2026	Open			Utility Management Refund	TYSON, LUKE	\$191.48		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		111872-005	MOVE OUT CREDIT	02/02/2026	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$191.48		
152263	02/03/2026	Open			Accounts Payable	MARTINEZ, DANIEL	\$182.00		
	Invoice		Date	Description			Amount		
	TR5246 PER DIEM		01/22/2026	2026 P3S CONF & EXPO, RIVIERSIDE CA 2/9- 2/12/26			\$182.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$182.00		
152264	02/03/2026	Open			Accounts Payable	VAN PATTEN, KEVIN	\$182.00		
	Invoice		Date	Description			Amount		
	TR5245 PER DIEM		01/22/2026	2026 P3S CONF & EXPO, RIVIERSIDE CA 2/9- 2/12/26			\$182.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$182.00		
152265	02/05/2026	Open			Accounts Payable	ABY MANUFACTURING GROUP INC DBA ENTENMANN-ROVIN CO	\$2,396.87		
	Invoice		Date	Description			Amount		
	0192448-IN		01/07/2026	AWARDS/MEDAL/RIBBON			\$2,396.87		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,396.87		
152266	02/05/2026	Open			Accounts Payable	AIRGAS NCN	\$1,852.61		
	Invoice		Date	Description			Amount		
	5521901916		12/31/2025	RENT CYL IND LARGE HELIUM			\$79.48		
	5521901915		12/31/2025	RENT CYL IND LARGE HELIUM / ARGON/ CARBON DIOXIDE			\$1,773.13		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$591.04		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$670.52		
	420 - WATER			420.11000 (Cash)			\$591.05		
152267	02/05/2026	Open			Accounts Payable	AMERICAN MESSAGING	\$16.80		
	Invoice		Date	Description			Amount		
	R1061876AB		02/02/2026	Acct #R1-061876 - Fire Department			\$16.80		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$16.80		
152268	02/05/2026	Open			Accounts Payable	AMERICAN VALLEY WASTE OIL INC	\$232.50		
	Invoice		Date	Description			Amount		
	224450		12/30/2025	used oil dispoal			\$232.50		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$232.50		

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
152269	02/05/2026	Open			Accounts Payable	AQUATIC INFORMATICS INC	\$13,926.65		
	Invoice		Date	Description		Amount			
	115680		11/17/2025	REGULATORY COMPLIANCE SOFTWARE WHIMS		\$13,926.65			
				SUB END DATE 11/30/2026					
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$6,963.33			
	420 - WATER			420.11000 (Cash)		\$6,963.32			
152270	02/05/2026	Open			Accounts Payable	AT&T / CALNET 3	\$7,345.01		
	Invoice		Date	Description		Amount			
	000024664594		01/13/2026	BAN #9391034901 (T1 LINE - 4-way split) 12/13/25-1/12/26		\$156.45			
	000024664448		01/13/2026	BAN #9391034842 / PSF Phones 2096323265 (12/13/25-1/12/26)		\$491.78			
	MULTI 1/13/26		01/13/2026	Multiple COT accounts paid on 2/5/26 (DEC 2025-JAN 2026)		\$5,946.37			
	000024664452		01/13/2026	BAN #9391034847 /City-wide system 2096682612957 (12/13/25-1/12/26)		\$750.41			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$6,582.14			
	205 - Sports Facilities			205.11000 (Cash)		\$52.17			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$6.34			
	246 - Landscape Assessment			246.11000 (Cash)		\$6.34			
	255 - CDBG			255.11000 (Cash)		\$11.77			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$232.00			
	420 - WATER			420.11000 (Cash)		\$93.07			
	426 - Transit			426.11000 (Cash)		\$128.82			
	501 - Information Technology			501.11000 (Cash)		\$159.46			
	505 - Fleet			505.11000 (Cash)		\$72.90			
152271	02/05/2026	Open			Accounts Payable	AT&T MOBILITY	\$2,162.31		
	Invoice		Date	Description		Amount			
	4173X12272025		12/19/2025	Municipal Services - AT&T Phone Services		\$1,008.53			
	5677X12272025		12/19/2025	Municipal Services - AT&T Phone Services		\$1,153.78			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,620.85			
	420 - WATER			420.11000 (Cash)		\$541.46			
152272	02/05/2026	Open			Accounts Payable	B & V Commercial Cleaning, Inc	\$746.00		
	Invoice		Date	Description		Amount			
	3953		01/28/2026	SRWA - Janitorial Cleaning Service January 2026 - Windows		\$746.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$746.00			
152273	02/05/2026	Open			Accounts Payable	BACKFLOW DISTRIBUTORS, INC	\$285.63		
	Invoice		Date	Description		Amount			
	82927		01/20/2026	BACKFLOW TEST KIT		\$285.63			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$285.63			
152274	02/05/2026	Open			Accounts Payable	BADGER METER INC	\$6.28		
	Invoice		Date	Description		Amount			
	80215894		10/30/2025	SERVICES FOR OCT 2025		\$6.28			

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$6.28		
152275	02/05/2026	Open			Accounts Payable	BARNES WELDING SUPPLY	\$243.49		
	Invoice			Date	Description		Amount		
	0063692372			12/29/2025	IND ARGON / HAZMAT COMPLIANCE		\$68.40		
	0091732648			12/31/2025	STANDARD LARGE FLOW CYLINDER		\$175.09		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$243.49		
152276	02/05/2026	Open			Accounts Payable	BAY CITY BOILER AND ENGINEERING CO., INC.	\$17,913.19		
	Invoice			Date	Description		Amount		
	41000			12/31/2025	HOT WATER BOILER REPAIRS AND PREVENTATIVE MAINTENANCE SERVICES		\$16,313.19		
	41059			01/09/2026	HOT WATER BOILER REPAIRS AND PREVENTATIVE MAINTENANCE SERVICES		\$1,600.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$17,913.19		
152277	02/05/2026	Open			Accounts Payable	Black Water Consulting Engineers, Inc.	\$21,395.65		
	Invoice			Date	Description		Amount		
	8624			12/31/2025	SR01, 24-025 Morgan Ranch Sewer Lift Station-12/31/25		\$21,395.65		
	Paying Fund			Cash Account			Amount		
	414 - Sewer Line/Trunk Construction			414.11000 (Cash)			\$21,395.65		
152278	02/05/2026	Open			Accounts Payable	BLUETRITON BRANDS INC	\$45.60		
	Invoice			Date	Description		Amount		
	16A0033242330			01/08/2026	5 GALLON DRINKING WATER AND CUPS FOR 701 S. WALNUT		\$45.60		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$45.60		
152279	02/05/2026	Open			Accounts Payable	BOBO CONSTRUCTION INC	\$150,560.56		
	Invoice			Date	Description		Amount		
	RET 1of2 CP1951			01/13/2026	19-51B Columbia Pool Improvements Construction-1/13/26		\$150,560.56		
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			\$150,560.56		
152280	02/05/2026	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$835.19		
	Invoice			Date	Description		Amount		
	283925			01/20/2026	12696313 (S) PUMP		\$613.66		
	283928			01/20/2026	85619198 (S) SWITCH		\$43.50		
	283945			01/21/2026	12657093 (S) GASKET		\$178.03		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$835.19		
152281	02/05/2026	Open			Accounts Payable	CALCON SYSTEMS, INC.	\$2,490.00		
	Invoice			Date	Description		Amount		
	60807			12/22/2025	FLOW METER CALIBRATIONS		\$2,490.00		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	420 - WATER			420.11000 (Cash)			\$2,490.00		
152282	02/05/2026	Open			Accounts Payable	CAROLLO ENGINEERS	\$144,753.79		
	Invoice		Date	Description		Amount			
	FB77345		01/13/2026	PROF SVS THROUGH 12/31/25		\$2,343.00			
	FB74718		11/17/2025	CHEMICAL SYST UPGRADES PROG AT RWQC OCTOBER 2025		\$142,410.79			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$142,410.79			
	420 - WATER			420.11000 (Cash)		\$2,343.00			
152283	02/05/2026	Open			Accounts Payable	CCME, Inc.	\$1,981.44		
	Invoice		Date	Description		Amount			
	12 CP23-067 BP1		12/31/2025	23-067 CM for Roads Task Order 2 Bid Package 1- Dec 2025		\$1,981.44			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$1,981.44			
152284	02/05/2026	Open			Accounts Payable	Center for Human Services	\$2,784.40		
	Invoice		Date	Description		Amount			
	11304		01/23/2026	Draw Request #2		\$2,784.40			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$2,784.40			
152285	02/05/2026	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	\$552.00		
	Invoice		Date	Description		Amount			
	287830		01/13/2026	RECYCLED AB		\$552.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$552.00			
152286	02/05/2026	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$1,266.30		
	Invoice		Date	Description		Amount			
	85931		12/01/2025	SERVICE CALL; FLEET MAINT.; 11/20/2025		\$633.15			
	86122		12/15/2025	SERVICE CALL; CITY HALL HR; TSTAT HAS NO SIGNAL; 12/9/2025		\$633.15			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$633.15			
	505 - Fleet			505.11000 (Cash)		\$633.15			
152287	02/05/2026	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$8,956.00		
	Invoice		Date	Description		Amount			
	39004571		01/27/2026	SRWA Pest/Weed Control Services Monthly FY 25/26 Pest Jan 2026		\$320.00			
	39127569		01/13/2026	SRWA Pest/Weed Control Services Monthly FY 25/26 Weed Jan 2026		\$2,370.00			
	MP-11-25		11/30/2025	MONTHLY PEST CONTROL SERVICES - NOV 2025		\$1,792.00			
	MW-11-25		11/30/2025	MONTHLY WEED CONTROL SERVICES - NOV 2025		\$4,474.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$434.00			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$303.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,375.00			
	416 - Recycled Water Sales			416.11000 (Cash)		\$76.00			
	420 - WATER			420.11000 (Cash)		\$873.00			

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	426 - Transit			426.11000 (Cash)			\$60.00		
	505 - Fleet			505.11000 (Cash)			\$145.00		
	950 - SRWA - JPA			950.11000 (Cash)			\$2,690.00		
152288	02/05/2026	Open			Accounts Payable	CONDOR EARTH TECH INC	\$1,906.00		
	Invoice		Date	Description			Amount		
	93031		12/31/2025	Environmental Compliance Assistance 11/01/2025-11/30/2025			\$1,906.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,906.00		
152289	02/05/2026	Open			Accounts Payable	CRESCENT SURPLUS INC	\$483.36		
	Invoice		Date	Description			Amount		
	075478		01/24/2026	HEM TROUSERS - A.VERAMORENO			\$29.59		
	K73441		01/23/2026	LAPD BLU MENS WOOL PNT - A.VERAMORENO			\$234.06		
	075446		01/15/2026	PATCHES HAT/SHIRT/TAPER SIDE/SLEEVES - A.VERAMORENO			\$50.96		
	473441		01/14/2026	LAPD MENS - A. VERAMORENO			\$168.75		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$483.36		
152290	02/05/2026	Open			Accounts Payable	CULLIGAN INC	\$332.35		
	Invoice		Date	Description			Amount		
	CD2356948		06/25/2025	ACCT #180900 De-ionized water for WQC Lab			\$97.85		
	CD1980743		04/09/2025	ACCT #180900 De-ionized water for WQC Lab			\$234.50		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$332.35		
152291	02/05/2026	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	\$133.40		
	Invoice		Date	Description			Amount		
	132668		01/27/2026	11 KEYS, BOLT SNAP AND SERVICE			\$133.40		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$133.40		
152292	02/05/2026	Open			Accounts Payable	DELL MARKETING LP	\$81,677.17		
	Invoice		Date	Description			Amount		
	10858521841		01/21/2026	Computer Replacements Batch #2			\$61,592.58		
	10857924809		01/16/2026	Computer Replacements IT			\$20,084.59		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$51,694.67		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,849.53		
	420 - WATER			420.11000 (Cash)			\$3,849.53		
	501 - Information Technology			501.11000 (Cash)			\$20,084.59		
	505 - Fleet			505.11000 (Cash)			\$2,198.85		
152293	02/05/2026	Open			Accounts Payable	DON PEDRO PUMP INC	\$49,876.61		
	Invoice		Date	Description			Amount		
	32069		12/16/2025	PUMP REPAIRS AT WELL 29			\$49,876.61		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$49,876.61		
152294	02/05/2026	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$1,239.54		
	Invoice		Date	Description			Amount		
	S6628056.001		01/13/2026	RAYCHEM SHRINKTUBE / BLK JOBSITE MARKER			\$71.94		

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	S6632674.001		01/15/2026		GLOVES FOR WQC SAFTEY RESTOCK		\$185.73		
	S6630033.001		01/13/2026		WQC MISC MATERIALS FOR RESTOCK		\$171.04		
	S6603424.001		01/20/2026		CLASS T FUSE WELL # 20		\$810.83		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$428.71		
	420 - WATER				420.11000 (Cash)		\$810.83		
152295	02/05/2026	Open			Accounts Payable	ENVIRONMENTAL RESOURCE ASSOCIATES	\$1,020.26		
	Invoice		Date		Description		Amount		
	134265		01/12/2026		SOURCE WATER MICROBE - LAB		\$461.25		
	135090		01/20/2026		WASTEWATER COLIFORM MICROBE / DEMAND / SOLIDS, WP -LAB		\$559.01		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$559.01		
	420 - WATER				420.11000 (Cash)		\$461.25		
152296	02/05/2026	Open			Accounts Payable	EQUIFAX	\$14.49		
	Invoice		Date		Description		Amount		
	2069864366		01/17/2026		PD BACKGROUNDS		\$14.49		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$14.49		
152297	02/05/2026	Open			Accounts Payable	FASTENAL COMPANY INC	\$495.58		
	Invoice		Date		Description		Amount		
	CATUR203218		01/23/2026		25 25 0 4-1/2x045x7/8GemWhel		\$495.58		
	Paying Fund				Cash Account		Amount		
	505 - Fleet				505.11000 (Cash)		\$495.58		
152298	02/05/2026	Open			Accounts Payable	FEDERAL EXPRESS	\$294.69		
	Invoice		Date		Description		Amount		
	9-158-73243		01/30/2026		SHIPPING CHARGES FOR 1/30/26		\$294.69		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$246.87		
	420 - WATER				420.11000 (Cash)		\$47.82		
152299	02/05/2026	Open			Accounts Payable	GILLIG LLC	\$3,501.94		
	Invoice		Date		Description		Amount		
	41396427		01/20/2026		2-43776-450 1 EA WINDOW ASM,46 IN NON-EGR,20% GRY		\$3,501.94		
	Paying Fund				Cash Account		Amount		
	505 - Fleet				505.11000 (Cash)		\$3,501.94		
152300	02/05/2026	Open			Accounts Payable	GOLDEN STATE COMMUNICATIONS, INC.	\$7,423.00		
	Invoice		Date		Description		Amount		
	SI10121		10/21/2025		RADIO DEHYDRATOR		\$7,423.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,711.50		
	116 - Special Public Safety				116.11000 (Cash)		\$3,711.50		
152301	02/05/2026	Open			Accounts Payable	GRAINGER INC, W W	\$7,559.13		
	Invoice		Date		Description		Amount		
	9753978841		12/29/2025		COGGED V-BELT		\$365.15		
	9744371908		12/15/2025		STANDRD U BLTINSID		\$147.52		

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	9771760502		01/15/2026		INFRARED AMPLIFIER		\$1,618.36		
	9768930746		01/13/2026		SUBMERSIBLE TRANSMITTER, 40FT CABLE		\$1,541.03		
	9778377045		01/20/2026		BATTERY LITHIUM ULTIMATE 12PK		\$205.26		
	9761308684		01/06/2026		SUBMERSIBLE VL TRANSMITTER, 40FT CABLE		\$2,272.96		
	9748610194		12/18/2025		SHIPPING & RECEIVING GENERAL SUPPLIES		\$318.74		
	9782427653		01/23/2026		SHIPPING & RECEIVING GENERAL SUPPLIES		\$631.00		
	9773140505		01/15/2026		REPLACEMENT BATTERIES FOR UPS AT WELLS		\$243.06		
	9773140497		01/15/2026		REPLACEMENT BATTERIES FOR UPS AT WELLS		\$216.05		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$6,150.28		
	420 - WATER				420.11000 (Cash)		\$459.11		
	505 - Fleet				505.11000 (Cash)		\$949.74		
152302	02/05/2026	Open			Accounts Payable	HACH COMPANY	\$29,864.36		
	Invoice		Date		Description		Amount		
	14785039		12/08/2025		DR300 CHLORINE FREE - LAB		\$1,744.59		
	14790417		12/10/2025		HACH RPET FLEECE BLANKET		\$149.91		
	14650213		08/29/2025		REFRIGIRATED BASE UNIT		\$11,197.07		
	14768178		11/21/2025		AWRS BASE UNIT		\$16,772.79		
	14699553		10/03/2025		EE AS950 CONTROLLER ONLY		\$5,224.87		
	2240742		10/15/2025		CREDIT MEMO EE AS950 CONTROLLER ONLY		(\$5,224.87)		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$27,969.86		
	420 - WATER				420.11000 (Cash)		\$1,894.50		
152303	02/05/2026	Open			Accounts Payable	HAWORTH INC	\$2,131.59		
	Invoice		Date		Description		Amount		
	3002141322		01/22/2026		Sliding Door for Finance		\$2,131.59		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,131.59		
152304	02/05/2026	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUEBOOK	\$5,735.70		
	Invoice		Date		Description		Amount		
	INV00937466		01/16/2026		MULTI LAB MULTIPARAMETER - LAB SUPPLIES		\$1,519.53		
	INV00933834		01/14/2026		SELF STRING BOD/ PROB FOR MULTI LAB/ SELF STIRRING BOD PROBE		\$2,015.59		
	INV00928803		01/08/2026		DISPENSER 10ML		\$440.14		
	INV00933918		01/14/2026		ASAHI TYPE 21 BALL VALVE		\$106.61		
	INV00939171		01/20/2026		WILKINS TEST FITTING SET		\$1,009.08		
	INV00942119		01/22/2026		SRWA supplies - DPD, Sulfuric Acid, Indicators, Titrant		\$644.75		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,535.12		
	420 - WATER				420.11000 (Cash)		\$1,555.83		
	450 - SRWA - Operations				450.11000 (Cash)		\$644.75		
152305	02/05/2026	Open			Accounts Payable	HILMAR LUMBER INC	\$2,271.17		
	Invoice		Date		Description		Amount		
	759789		01/05/2026		SUCTION HOSE/ STEEL CLAMP/ CAM LOCK		\$351.74		
	758194		12/22/2025		COUPLER PVC / REFLON TAPE/ TEE PVC/ SPRING CHECK VALVE		\$66.03		
	760062		01/07/2026		HEAT TAPE / WRAP PIPE		\$40.92		

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	760971		01/14/2026			NIPPLE / COUPLING/ BUSHINGS/ BALL VALVE	\$279.24		
	758287		12/22/2025			RACHET CRDLS / CONNECTR GRND / LIGHTED CONNECTOR/ PLUG	\$248.84		
	761044		01/14/2026			SUPPLIES FOR MINOR EQUIPMENT DIGESTER	\$294.37		
	761840		01/20/2026			MOUNTING TAPE/ SAT GRANITE	\$20.45		
	762057		01/21/2026			WQC SUPPLIES	\$969.58		
	Paying Fund					Cash Account	Amount		
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$2,271.17		
152306	02/05/2026	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	\$615.14		
	Invoice			Date	Description	Amount			
	40128660		12/23/2025		SHIPPING & RECEIVING GENERAL SUPPLIES	\$615.14			
	Paying Fund					Cash Account	Amount		
	505 - Fleet					505.11000 (Cash)	\$615.14		
152307	02/05/2026	Open			Accounts Payable	INDUSTRIAL ELECTRICAL CO.	\$15,569.60		
	Invoice			Date	Description	Amount			
	PI-087926		11/22/2025		WATER WELL MOTOR REPAIR SERVICES	\$10,800.00			
	PI-088042		11/30/2025		WATER WELL MOTOR REPAIR SERVICES CHRISTOFFERSEN	\$1,695.97			
	PI-088232		11/30/2025		WATER WELL MOTOR REPAIR SERVICES BOILER #1	\$2,681.68			
	PI-088284		11/13/2025		WATER WELL MOTOR REPAIR SERVICES COLDWELL AVE	\$391.95			
	Paying Fund					Cash Account	Amount		
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$8,473.63		
	420 - WATER					420.11000 (Cash)	\$7,095.97		
152308	02/05/2026	Open			Accounts Payable	ITRON INC	\$6,794.80		
	Invoice			Date	Description	Amount			
	725109		01/12/2026		HOSTING 2/1 - 02/28/26	\$3,933.43			
	725024		01/12/2026		MAINTENANCE 2/1 - 4/30/26	\$2,861.37			
	Paying Fund					Cash Account	Amount		
	420 - WATER					420.11000 (Cash)	\$6,794.80		
152309	02/05/2026	Open			Accounts Payable	JARVIS FAY LLP	\$5,210.00		
	Invoice			Date	Description	Amount			
	21292		12/31/2025		SPECIAL COUNSEL SERVICES Water Rate Study December 2025	\$187.50			
	21294		12/31/2025		SPECIAL COUNSEL SERVICES CFD No. 3- December 2025	\$5,022.50			
	Paying Fund					Cash Account	Amount		
	110 - General Fund					110.11000 (Cash)	\$5,022.50		
	420 - WATER					420.11000 (Cash)	\$187.50		
152310	02/05/2026	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	\$32,301.05		
	Invoice			Date	Description	Amount			
	506257462		01/20/2026		OnBase Software Renewal 12/31/2025 - 12/31/2026	\$30,244.05			
	506233728		01/16/2026		OnBase Premium Training Subscription 1/1/26 - 12/31/26	\$2,057.00			
	Paying Fund					Cash Account	Amount		

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	501 - Information Technology			501.11000 (Cash)			\$32,301.05		
152311	02/05/2026	Open			Accounts Payable	Lhoist North America of Arizona, Inc.	\$9,584.00		
	Invoice		Date	Description		Amount			
	1102601270		01/22/2026	SRWA SUPPLY AND DELIVERY OF Hydrated Lime 1.22.26		\$9,584.00			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$9,584.00			
152312	02/05/2026	Open			Accounts Payable	MALLORY HOLDING SUPPLY DBA MALLORY SAFTEY & SUPPLY	\$25.00		
	Invoice		Date	Description		Amount			
	6314783		12/08/2025	FIXED FRIEGHT		\$25.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$25.00			
152313	02/05/2026	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$263.77		
	Invoice		Date	Description		Amount			
	48410339		01/27/2026	ASPHALT		\$73.09			
	48405735		01/26/2026	ASPHALT		\$99.79			
	48375153		01/21/2026	ASPHALT		\$90.89			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$263.77			
152314	02/05/2026	Open			Accounts Payable	MasterPiece Arms Holding Co	\$2,250.00		
	Invoice		Date	Description		Amount			
	60947		01/06/2026	PRECISION MATCH RIFLE		\$2,250.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,250.00			
152315	02/05/2026	Open			Accounts Payable	Matrix Design Group, Inc.	\$28,653.75		
	Invoice		Date	Description		Amount			
	49273		01/20/2026	Professional Services through 12.31.25		\$28,653.75			
	Paying Fund			Cash Account		Amount			
	301 - Capital Improvements			301.11000 (Cash)		\$28,653.75			
152316	02/05/2026	Open			Accounts Payable	MICROBAC LABORATORIES, INC. dba GEOANALYTICAL LAB	\$945.00		
	Invoice		Date	Description		Amount			
	726000088		01/08/2026	CORROSION CONTROL WQP MONITORING TERMINAL TANK STATION		\$63.00			
	726000268		01/23/2026	SRWA LABORATORY ANALYSIS SERVICES 1.12.26 M6A1202		\$882.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$63.00			
	950 - SRWA - JPA			950.11000 (Cash)		\$882.00			
152317	02/05/2026	Open			Accounts Payable	MICROBAC LABORATORIES, INC. dba GEOANALYTICAL LAB	\$3,304.85		
	Invoice		Date	Description		Amount			
	726000210		01/22/2026	WORK ORDER M6A1412 / CORROSION CONTROL WQP MONITORING		\$649.74			
	726000230		01/22/2026	WEEKLY WASTEWATER SAMPLING AMMONIA WORK ORDER L5L3102		\$41.58			

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	726000225		01/22/2026		WEEKLY WASTEWATER SAMPLING AMMONIA WORK ORDER L5L2321		\$41.58		
	726000224		01/22/2026		PLANT COMPLIANCE WORK ORDER L5L2302		\$166.32		
	726000226		01/22/2026		PLANT COMPLIANCE BOD & TSS WORK ORDER L5L2401		\$166.32		
	726000223		01/22/2026		PLANT COMPLIANCE WORK ORDER L5L2207		\$166.32		
	726000234		01/22/2026		WEEKLY WASTEWATER SAMPLING AMMONIA WORK ORDER M6A1303		\$41.58		
	726000229		01/22/2026		PLANT COMPLIANCE WORK ORDER L5L3101		\$166.32		
	726000228		01/22/2026		PLANT COMPLIANCE BOD & TSS WORK ORDER L5L3004		\$166.32		
	726000232		01/22/2026		BIMONTHLY WASTEWATER ANALYSIS TOTAL PHOSPHOROUS WORKORDERM6A0602		\$46.79		
	726000231		01/22/2026		WEEKLY WASTEWATER SAMPLING AMMONIA WORK ORDER M6A0601		\$41.58		
	726000227		01/22/2026		PLANT COMPLIANCE L5L2916		\$166.32		
	726000233		01/22/2026		BIMONTHLY WASTEWATER ANALYSIS NITRATE +NITRATE AS N		\$67.57		
	726000151		01/15/2026		MINERALS ANALYSIS WORK ORDER M6A1401		\$334.60		
	726000237		01/22/2026		DRINKING WATER WELL ANALYSIS WORK ORDER M6A2001		\$311.86		
	726000103		01/09/2026		DRINKING WATER WELL ANALYSIS NITRATE +NITRATE NO2+N03		\$137.81		
	726000102		01/09/2026		DRINKING WATER WELL ANALYSIS WORK ORDER M6A0610		\$137.81		
	726000104		01/09/2026		DRINKING WATER WELL ANALYSIS NITRATE +NITRATE NO2+N03		\$137.81		
	726000101		01/09/2026		DRINKING WATER WELL ANALYSIS WORK ORDER M6A0604		\$137.81		
	726000100		01/09/2026		DRINKING WATER WELL ANALYSIS WORK ORDER M6A0603		\$137.81		
	726000087		01/08/2026		CORROSION CONTROL WQP MONITORING WELL 38 FINAL EFFLUENT		\$41.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,613.20		
	420 - WATER				420.11000 (Cash)		\$1,691.65		
152318	02/05/2026	Open			Accounts Payable	MODESTO IRRIGATION DISTRICT	\$1,787.98		
	Invoice			Date	Description	Amount			
	157671		01/29/2026		SRWA - Cost Sharing Tuolumne River Watershed Sanitary Survey	\$1,787.98			
	Paying Fund				Cash Account	Amount			
	950 - SRWA - JPA				950.11000 (Cash)	\$1,787.98			
152319	02/05/2026	Open			Accounts Payable	MODESTO WINDUSTRIAL	\$756.41		
	Invoice			Date	Description	Amount			
	230203 03		01/26/2026		SRWA Supplies - Ball Valves & Y Strainer	\$756.41			
	Paying Fund				Cash Account	Amount			
	450 - SRWA - Operations				450.11000 (Cash)	\$756.41			

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
152320	02/05/2026	Open			Accounts Payable	MRC SMART TECHNOLOGY SOLUTIONS dba MR. COPY INC	\$2,199.33		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	IN5125783		11/26/2025		Printer Maintenance and Management System 10/26/25-11/25/25		\$2,199.33		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,962.00		
	256 - Stanislaus Housing Consortium				256.11000 (Cash)		\$15.74		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$152.00		
	420 - WATER				420.11000 (Cash)		\$34.31		
	501 - Information Technology				501.11000 (Cash)		\$24.02		
	505 - Fleet				505.11000 (Cash)		\$11.26		
152321	02/05/2026	Open			Accounts Payable	MWI VETERINARY SUPPLY CO DBA MWI ANIMAL HEALTH	\$72.34		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	65658280		01/20/2026		LG/MD GLV EXAM NITRILE BLK		\$72.34		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$72.34		
152322	02/05/2026	Open			Accounts Payable	NAPA AUTO PARTS	\$2,945.36		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	851581		01/16/2026		IC848 ECH IGNITION COIL		\$573.11		
	851734		01/20/2026		70276 GAT 6MXTXREEL ()		\$57.10		
	851808		01/20/2026		600176 FIL FUEL FILTER ()		\$52.24		
	851820		01/21/2026		2985 FIL AIR FILTER		\$414.39		
	851828		01/21/2026		8251805 BK JACKTWL 155 ASMBLY-HD		\$294.46		
	851833		01/21/2026		84101 PTX PX 5 MINUTE EPOXY 25		\$61.13		
	851830		01/21/2026		AP24 ASP SPARK PLUG		\$56.66		
	851826		01/21/2026		27502 SFI ENGINE OIL FILTER		\$54.58		
	851842		01/21/2026		821-2203 BK WHEEL BEARING ()		\$31.45		
	851872		01/21/2026		7594R BAT 2YR WTY BAT		\$300.13		
	851875		01/21/2026		7548 BAT 2YR WTY BAT		\$150.07		
	851929		01/22/2026		RTA9200 DC GLWHITE		\$25.79		
	851946		01/22/2026		42574 TFW NEW WATER PUMP		\$110.82		
	851964		01/23/2026		19434033 AC ENGINE WATER PUMP ()		\$399.84		
	852020		01/26/2026		K080515 NBH Gates V-Ribbed Belt ()		\$207.13		
	852052		01/26/2026		2625XB ADC BRACKETED CALIPER		\$156.46		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	505 - Fleet				505.11000 (Cash)		\$2,945.36		
152323	02/05/2026	Open			Accounts Payable	NORTHSTAR ENGINEERING GROUP INC	\$6,995.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	29175		12/31/2025		SR04, 24-025 Morgan Ranch Sewer StationOffsite Pipeline-12/31/25		\$6,995.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	414 - Sewer LIne/Trunk Construction				414.11000 (Cash)		\$6,995.00		
152324	02/05/2026	Open			Accounts Payable	ONESOURCE DISTRIBUTORS, LLC	\$83.68		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	S008167718.001		01/05/2026		ELECTRIC LID		\$83.68		
	S008087101.001		10/29/2025		BREAKER 50 A 3P 240V		\$211.82		

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	S008087101.002		11/03/2025		BREAKER 50 A 3P 240V CREDIT MEMO		(\$211.82)		
	Paying Fund				Cash Account		Amount		
	246 - Landscape Assessment				246.11000 (Cash)		\$83.68		
152325	02/05/2026	Open			Accounts Payable	Operational Technical Services, LLC	\$4,595.70		
	Invoice		Date		Description		Amount		
	5323		01/18/2026		SRWA - Senior Operator MC 1.12.26 - 1.14.26		\$4,595.70		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$4,595.70		
152326	02/05/2026	Open			Accounts Payable	OREILLY AUTO PARTS	\$108.82		
	Invoice		Date		Description		Amount		
	2800-219481		01/20/2026		DOR 926-111CD LATCH CABLE 1995 Ford E-250		\$11.22		
	2800-219682		01/21/2026		Econoline WIX 42985 HD AIR FLTR		\$20.54		
	2800-220356		01/23/2026		TYC 20-6582-00 HEADLIGHT		\$68.76		
	2800-221192		01/26/2026		BHH 16144 PIN BOOT KIT		\$8.30		
	Paying Fund				Cash Account		Amount		
	505 - Fleet				505.11000 (Cash)		\$108.82		
152327	02/05/2026	Open			Accounts Payable	P G & E	\$232.95		
	Invoice		Date		Description		Amount		
	REC 1/25/26		01/25/2026		2749172768-4 / 144 S Broadway		\$232.95		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$232.95		
152328	02/05/2026	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$369.92		
	Invoice		Date		Description		Amount		
	0511067836		01/08/2026		SHEAR WORM GEAR		\$369.92		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$369.92		
152329	02/05/2026	Open			Accounts Payable	Petrulakis Law & Advocacy, APC	\$3,040.84		
	Invoice		Date		Description		Amount		
	3204		12/31/2025		Subcontracted Counsel 12-31-25		\$3,040.84		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,040.84		
152330	02/05/2026	Open			Accounts Payable	POLYDYNE INC	\$7,438.86		
	Invoice		Date		Description		Amount		
	1980974		11/20/2025		POLYDYNE SUPPLY OF ANIONIC EMULSION		\$2,508.36		
	1995549		01/21/2026		POLYMER SRWA SUPPLY AND DELIVERY OF Cationic Polymer		\$4,930.50		
					1.21.26				
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,508.36		
	450 - SRWA - Operations				450.11000 (Cash)		\$4,930.50		
152331	02/05/2026	Open			Accounts Payable	PROVOST & PRITCHARD ENGINEERING GROUP INC	\$1,390.40		
	Invoice		Date		Description		Amount		
	126686		12/31/2025		SR03, 24-025 Morgan Ranch Sewer Station & Pipelines-12/31/25		\$1,390.40		
	Paying Fund				Cash Account		Amount		

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
			414 - Sewer Line/Trunk Construction	414.11000 (Cash)			\$1,390.40		
152332	02/05/2026	Open			Accounts Payable	PUMP PROS INC	\$147.20		
			Invoice	Date	Description		Amount		
			2121	01/16/2026	2" GALV COUPLING		\$147.20		
			Paying Fund		Cash Account		Amount		
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$147.20		
152333	02/05/2026	Open			Accounts Payable	R & S ERECTION INC	\$17,356.05		
			Invoice	Date	Description		Amount		
			145796	01/13/2026	WORK ORDER: SERVICE OF SLIDING DOOR ROLLER BROKEN 1/12/2026		\$385.00		
			146067	01/23/2026	PSF: REPLACEMENT OF REAR AUTO DOOR		\$16,971.05		
			Paying Fund		Cash Account		Amount		
			110 - General Fund	110.11000 (Cash)			\$385.00		
			119 - American Rescue Plan Act	119.11000 (Cash)			\$16,971.05		
152334	02/05/2026	Open			Accounts Payable	RAMONT'S TOW SERVICE	\$893.75		
			Invoice	Date	Description		Amount		
			254075	01/23/2026	TRA19-1062 tow bill		\$893.75		
			Paying Fund		Cash Account		Amount		
			426 - Transit	426.11000 (Cash)			\$893.75		
152335	02/05/2026	Open			Accounts Payable	REED INC, GEORGE	\$286,987.09		
			Invoice	Date	Description		Amount		
			PP7/CP23-033	01/02/2026	23-033 Construction Project for Roads CIP- Oct 2025		\$286,870.07		
			100388516	01/27/2026	ASPHALT		\$117.02		
			Paying Fund		Cash Account		Amount		
			115 - Measure A - Roads	115.11000 (Cash)			\$286,870.07		
			219 - SB1 Road Maint & Rehab Account	219.11000 (Cash)			\$117.02		
152336	02/05/2026	Open			Accounts Payable	Rexel USA, Inc.	\$9,283.34		
			Invoice	Date	Description		Amount		
			S144169258.001	12/22/2025	COMPACT 5000 ANALOG INPUT MODULE		\$1,238.35		
			S143866299.001	12/23/2025	SMC FLEX SMART MOTOR CONTROLLER		\$7,866.49		
			S143964524.005	12/12/2025	BUS DMM B-44 / 100 FUSE BUSSMANN		\$178.50		
			Paying Fund		Cash Account		Amount		
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$8,044.99		
			420 - WATER	420.11000 (Cash)			\$1,238.35		
152337	02/05/2026	Open			Accounts Payable	Rexel USA, Inc.	\$1,116.05		
			Invoice	Date	Description		Amount		
			6X79732	01/09/2026	WIRE MARKER		\$105.32		
			6W53563	01/08/2026	IEC CENTER / BLK CBLE TIE/ BUS FUSE/ BLUE/GRAY		\$150.86		
			6X73070	01/16/2026	BUS MIDGET FUSE FA		\$182.45		
			6x82903	01/09/2026	NEW WIRE AND PARTS TO REPAIR STREETLIGHT ON GOLDEN STATE AVE		\$629.28		
			6X88022	01/12/2026	MIL 2202-20 LED VOLT DETECTOR		\$20.68		
			6X75255	01/16/2026	STORM #57 VALVE SCADA INTEGRATION		\$27.46		
			Paying Fund		Cash Account		Amount		
			246 - Landscape Assessment	246.11000 (Cash)			\$811.73		
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$153.46		

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	420 - WATER			420.11000 (Cash)			\$150.86		
152338	02/05/2026	Voided	INCORRECT ENTRY	02/06/2026	Accounts Payable	Richard D. Jones, APLC dba Jones Mayer	\$405.00		
	Invoice		Date	Description			Amount		
	137409		11/30/2025	Special Counsel Legal Fees 11-30-25			\$247.50		
	138395		12/31/2025	Special Counsel Legal Fees 12.31.2025			\$157.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$405.00		
152339	02/05/2026	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$2,923.39		
	Invoice		Date	Description			Amount		
	3044684092		01/20/2026	FL3Z1015A:FRD WHEEL ASY			\$456.25		
	3044726549		01/21/2026	5445942:CE HOSE,MOLDED			\$686.89		
	3044771372		01/24/2026	2667068:CT 902.90MM HEIGHT SAFETY GLASS			\$919.56		
	3044793240		01/26/2026	15562:CE SENSOR,OXYGEN			\$860.69		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$2,923.39		
152340	02/05/2026	Open			Accounts Payable	SAFE-T-LITE OF MODESTO, INC	\$374.56		
	Invoice		Date	Description			Amount		
	407985		12/23/2025	SHIPPING & RECEIVING GENERAL SUPPLIES			\$374.56		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$374.56		
152341	02/05/2026	Open			Accounts Payable	SAN JOAQUIN VALLEY	\$779.00		
	Invoice		Date	Description			Amount		
	N172946		01/01/2026	FACILITY ID:N5977			\$155.00		
	N172911		01/01/2026	FACILITY ID:N4595			\$624.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$779.00		
152342	02/05/2026	Open			Accounts Payable	Sandis Civil Engineers Surveyors Planners	\$3,391.50		
	Invoice		Date	Description			Amount		
	2512360-M		12/31/2025	SR02, 25-030 Ped Crossing W Christoffersen & Mckenna-12/31/25			\$3,391.50		
	Paying Fund			Cash Account			Amount		
	218 - Measure L			218.11000 (Cash)			\$3,391.50		
152343	02/05/2026	Open			Accounts Payable	SHAPE INC	\$4,693.04		
	Invoice		Date	Description			Amount		
	48888B44134		10/31/2025	BIO TOWER PUMP 3			\$4,693.04		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,693.04		
152344	02/05/2026	Open			Accounts Payable	SHARPENING SHOP	\$1,077.64		
	Invoice		Date	Description			Amount		
	456817		01/20/2026	P021052251 THROTTLE CONTROL ASSY			\$118.57		
	456818		01/20/2026	17801022560 TRIGGER, THROTTLE			\$7.61		
	456886		01/21/2026	120-5236 ADAPTER-BLADE			\$8.88		
	456907		01/27/2026	20".325 CHAIN, 63MC 62E CHAIN LOOP (2) AND SWIVEL PIPE			\$111.73		

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	456872		01/27/2026		PIPES (3), DEBRIS SHIELD, EDGER BLADE, RED/WHITE PRUNERS		\$830.85		
	Paying Fund				Cash Account		Amount		
	246 - Landscape Assessment				246.11000 (Cash)		\$942.58		
	505 - Fleet				505.11000 (Cash)		\$135.06		
152345	02/05/2026	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	\$27,689.00		
	Invoice		Date		Description		Amount		
	230445107		12/31/2025		DECEMBER RESPONSE		\$13,339.00		
	230445108		12/31/2025		DECEMBER ROUTINE		\$6,450.00		
	230445106		12/31/2025		TEGNER & POWERS		\$7,900.00		
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$27,689.00		
152346	02/05/2026	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$235.00		
	Invoice		Date		Description		Amount		
	VAN DYKE - D1		01/16/2026		D1 CERTIFICATION		\$70.00		
	46160		12/01/2025		T2 RENEWAL foR MIKE IBARRA		\$110.00		
	RBRASL T1 EXAM		01/08/2026		GRADE T1 EXAM RAQUEL BRASIL		\$55.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$55.00		
	420 - WATER				420.11000 (Cash)		\$180.00		
152347	02/05/2026	Open			Accounts Payable	STOMMEL INC DBA LEHR	\$6,277.69		
	Invoice		Date		Description		Amount		
	SI128218		01/16/2026		F Shipping Charges		\$11.28		
	SI128253		01/20/2026		Y2AAAA-LEHR Whelen, 56" Justice Lightbar, WC, All Amber, TA, TD,		\$1,807.52		
	SI128252		01/20/2026		JY2AAAA-LEHR Whelen, 56" Justice Lightbar, WC, All Amber, TA, TD		\$1,807.52		
	SI127761		12/31/2025		BK2019ITU20 Setina PB450L4 Lighted Push Bumper ION Trio R/B/W 20		\$1,203.29		
	SI128448		01/26/2026		C-VS-1100-F150-3 Havis, 11" Under Dash Console, Fits 21-22 Ford		\$1,448.08		
	Paying Fund				Cash Account		Amount		
	505 - Fleet				505.11000 (Cash)		\$1,203.29		
	506 - Vehicle/Equipment Replacement				506.11000 (Cash)		\$5,074.40		
152348	02/05/2026	Open			Accounts Payable	T I D	\$134.33		
	Invoice		Date		Description		Amount		
	011226 1827 Shad		01/12/2026		5637003297 1827 Shadow Park Dr.- Closing Bill		\$38.59		
	010926 573 Birch		01/09/2026		0826525611 573 Birchwood Way		\$29.14		
	010926 2065 Cody		01/09/2026		0978821449 2065 Cody Ct.		\$32.38		
	010926 570 Jason		01/09/2026		6279743328 570 Jason Drive		\$34.22		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$134.33		
152349	02/05/2026	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$6,000.00		
	Invoice		Date		Description		Amount		
	24684		01/31/2026		Consulting Services for January 2026		\$6,000.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,000.00		
	420 - WATER				420.11000 (Cash)		\$3,000.00		

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
152350	02/05/2026	Open			Accounts Payable	TURLOCK DOWNTOWN &	\$156,889.46		
			Invoice	Date	Description		Amount		
			FY 25.26.1stInst	02/04/2026	FY 25/26 PBID Assessments 1st Installment		\$156,889.46		
			Paying Fund		Cash Account		Amount		
			706 - Prop & Busi Improve Dist (PBID)		706.11000 (Cash)		\$156,889.46		
152351	02/05/2026	Open			Accounts Payable	TURLOCK JOURNAL	\$1,985.00		
			Invoice	Date	Description		Amount		
			407365	11/16/2025	11/12/25 Roads Ad to Contractors TJ#11-16 23-068BP2		\$575.00		
			410268	01/30/2026	Fleet Mech I Ad 12/4/25-12/4/25		\$250.00		
			410340	01/30/2026	Fleet Mech I Ad 12/6/25-12/10/25		\$220.00		
			410341	01/30/2026	Chief Building Official Ad 12/13/25-12/27/25		\$220.00		
			410269	01/30/2026	Chief Building Official Ad 12/10/25-12/10/25		\$250.00		
			410270	01/30/2026	Water Treatment Plant Operator II Ad 12/11/25-12/11/25		\$250.00		
			410342	01/30/2026	Water Treatment Plant Operator II Ad 12/13/25-12/20/25		\$220.00		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$470.00		
			115 - Measure A - Roads		115.11000 (Cash)		\$575.00		
			450 - SRWA - Operations		450.11000 (Cash)		\$470.00		
			505 - Fleet		505.11000 (Cash)		\$470.00		
152352	02/05/2026	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$20,947.00		
			Invoice	Date	Description		Amount		
			12-2025	12/31/2025	December Street Sweeping 2025		\$20,947.00		
			Paying Fund		Cash Account		Amount		
			217 - Streets - Gas Tax		217.11000 (Cash)		\$18,433.36		
			246 - Landscape Assessment		246.11000 (Cash)		\$2,513.64		
152353	02/05/2026	Open			Accounts Payable	UNITED SAMARITANS FDT INC	\$2,544.72		
			Invoice	Date	Description		Amount		
			25-20844	01/15/2026	Draw Request #2		\$2,544.72		
			Paying Fund		Cash Account		Amount		
			255 - CDBG		255.11000 (Cash)		\$2,544.72		
152354	02/05/2026	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$52,020.44		
			Invoice	Date	Description		Amount		
			53590242	01/07/2026	WELL 20		\$821.97		
			53590243	01/07/2026	WELL 38		\$2,144.26		
			53593617	01/08/2026	WELL 32		\$446.72		
			53593616	01/08/2026	WELL 30		\$393.11		
			53587248	01/06/2026	SODIUM HYPOCHLORITE		\$16,800.69		
			53597863	01/09/2026	SODIUM HYPOCHLORITE		\$17,103.74		
			53595037	01/06/2026	SODIUM BISULFITE		\$7,595.05		
			53628019	01/22/2026	SRWA Supply & Del. Of Sodium Hydroxide 1.22.26		\$6,714.90		
			Paying Fund		Cash Account		Amount		
			410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$41,499.48		
			420 - WATER		420.11000 (Cash)		\$3,806.06		
			450 - SRWA - Operations		450.11000 (Cash)		\$6,714.90		

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
152355	02/05/2026	Open			Accounts Payable	USALCO MODESTO PLANT LLC	\$39,637.84		
	Invoice		Date		Description		Amount		
	910209472		01/07/2026		Aluminum Chlorohydrate		\$19,821.56		
	910210187		01/12/2026		Aluminum Chlorohydrate		\$19,816.28		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$39,637.84		
152356	02/05/2026	Open			Accounts Payable	USAM1 LLC dba BMW MOTORCYCLES OF MODESTO	\$1,415.30		
	Invoice		Date		Description		Amount		
	61586		01/22/2026		POL24-1406 Description: 821 DOES NOT HAVE VIB SHIELD		\$1,415.30		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,415.30		
152357	02/05/2026	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$1,220.07		
	Invoice		Date		Description		Amount		
	0128444260201		02/01/2026		Acct #128444 - Public Safety internet service		\$917.93		
	0131803260201		02/01/2026		Acct #131803 - Transit Center telephone		\$302.14		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$917.93		
	426 - Transit				426.11000 (Cash)		\$302.14		
152358	02/05/2026	Open			Accounts Payable	VEGA AMERICAS, INC.	\$1,770.82		
	Invoice		Date		Description		Amount		
	670755		12/26/2025		VEGAPLUS 31		\$1,770.82		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,770.82		
152359	02/05/2026	Open			Accounts Payable	VERIZON WIRELESS	\$4,421.11		
	Invoice		Date		Description		Amount		
	6132662590		01/03/2026		POLICE DEC 04 JAN 03 2026		\$4,379.71		
	6132662589		01/03/2026		Human Relations Verizon 12/4/25-1/3/26		\$41.40		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$4,421.11		
152360	02/05/2026	Open			Accounts Payable	Vestis Group Inc DBA Vestis Services LLC	\$311.73		
	Invoice		Date		Description		Amount		
	27669497		12/03/2025		CARH TRML ZIP HOOD SWSHRT X3 - WQC		\$311.73		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$311.73		
152361	02/05/2026	Open			Accounts Payable	VWR INTERNATIONAL INC	\$576.36		
	Invoice		Date		Description		Amount		
	8820772943		01/15/2026		CELL SMPL - LAB SUPPLIES		\$179.84		
	8820732156		01/09/2026		PRESENCE-ABSENCE BROTH 500GM - LAB SUPPLIES		\$132.17		
	8820772942		01/15/2026		PRESENCE-ABSENCE BROTH 500GM - LAB SUPPLIES		\$264.35		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$576.36		

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
152362	02/05/2026	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$10,761.25		
	Invoice		Date	Description			Amount		
	00339.15-6		01/12/2026	NPDES Permit Compliance Services through 12/31/2025			\$10,761.25		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$5,380.62		
	420 - WATER			420.11000 (Cash)			\$5,380.63		
152363	02/05/2026	Open			Accounts Payable	WARDEN'S OFFICE INC	\$1,292.64		
	Invoice		Date	Description			Amount		
	413201-00		01/15/2026	INSTALLATION FOR KEVIN WORK STATION AND TABLE SETUP FOR ORLANDO			\$477.95		
	413752-00		01/30/2026	Sliding Door for Finance - Delivery & Installation			\$814.69		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$814.69		
	420 - WATER			420.11000 (Cash)			\$477.95		
152364	02/05/2026	Open			Accounts Payable	WECO INDUSTRIES INC	\$156.28		
	Invoice		Date	Description			Amount		
	0056792-IN		12/08/2025	FILL HOSE FIREHOSE			\$156.28		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$156.28		
152365	02/05/2026	Open			Accounts Payable	WEST PUBLISHING CORPORATION	\$293.03		
	Invoice		Date	Description			Amount		
	853023138-1		01/01/2026	ONLINE SOFTWARE SUBSCRIPTION FOR 12/1/25 - 12/31/25			\$293.03		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$293.03		
152366	02/05/2026	Open			Accounts Payable	WESTWOOD PROFESSIONAL SERVICES, INC.	\$425.00		
	Invoice		Date	Description			Amount		
	1260101181		12/31/2025	SR04, 25-056 Columbia Pool Exhaust Fan-12/31/25			\$425.00		
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			\$425.00		
152367	02/05/2026	Open			Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	\$325.28		
	Invoice		Date	Description			Amount		
	1250619		01/28/2026	Inc Value on POL24-1398, POL25-1397, & POL24- 1403			\$348.00		
	1250429		01/27/2026	Add Unit #s 52502 & 52503			\$204.28		
	1250434		01/27/2026	Delete TRA15-1052			(\$227.00)		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$450.14		
	205 - Sports Facilities			205.11000 (Cash)			\$102.14		
	426 - Transit			426.11000 (Cash)			(\$227.00)		
152368	02/05/2026	Open			Accounts Payable	AMEZCUA, DIEGO	\$100.00		
	Invoice		Date	Description			Amount		
	949172		01/22/2026	REIMBURSEMENT FOR SAC STATE COURSE			\$100.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$100.00		

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
152369	02/05/2026	Open			Accounts Payable	Dhami, Jessie	\$106.30		
	Invoice		Date	Description			Amount		
	1/22/26		01/30/2026	Reimburse Jessie Dhami for City Attorney Interview			\$106.30		
				1/22/26					
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$106.30		
152370	02/05/2026	Open			Accounts Payable	FedEx Freight	\$195.00		
	Invoice		Date	Description			Amount		
	395003415310		11/19/2025	UNLOADING FEE FOR WATER METERS DUE TO OUR FORKLIFT BEING UNAVAIL			\$195.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$195.00		
152371	02/05/2026	Open			Accounts Payable	G. HEDGECOCK INC	\$2,618.98		
	Invoice		Date	Description			Amount		
	METER #00443891		01/28/2026	REFUND FOR HYDRANT METER #00443891			\$2,618.98		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,495.00		
	420 - WATER			420.11000 (Cash)			(\$876.02)		
152372	02/05/2026	Open			Accounts Payable	GREENE, CHELSIE	\$206.00		
	Invoice		Date	Description			Amount		
	TR5240		01/28/2026	PER DIEM - CHELSIE GREENE- RED CROSS TRAINING			\$206.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$206.00		
152373	02/05/2026	Open			Accounts Payable	NENA 9-1-1	\$152.00		
	Invoice		Date	Description			Amount		
	300088323		12/04/2025	MEMBERSHIP DUES 2026 - AFORTADO			\$152.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$152.00		
152374	02/05/2026	Open			Accounts Payable	NENA 9-1-1	\$152.00		
	Invoice		Date	Description			Amount		
	300089961		01/11/2026	MEMBERSHIP DUES 2026 - KGAGLIOLO			\$152.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$152.00		
152375	02/05/2026	Open			Accounts Payable	SEMPER SOLARIS	\$500.00		
	Invoice		Date	Description			Amount		
	BP25-0490		01/23/2026	REFUND OF OVERPAYMENT ON PERMIT 25-0490			\$500.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$500.00		
152376	02/05/2026	Voided	INCORRECT ENTRY	02/06/2026	Accounts Payable	SIGMA, SIGMA, PHI	\$500.00		
	Invoice		Date	Description			Amount		
	19245181		01/27/2026	FACILITY DEPOSIT CHECK REFUND - RUBE BOESCH 1/24-1/24/2026			\$500.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$500.00		

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
152377	02/05/2026	Open			Accounts Payable	TORRES, STEPHEN, J	\$80.00		
	Invoice		Date	Description			Amount		
	01152026		01/15/2026	WORK ZONE SAFETY - RECERTIFICATION REIMBURSEMENT			\$80.00		
	Paying Fund			Cash Account			Amount		
	205 - Sports Facilities			205.11000 (Cash)			\$80.00		
152378	02/05/2026	Open			Accounts Payable	UNITED PAVEMENT MAINTENANCE, INC.	\$3,495.00		
	Invoice		Date	Description			Amount		
	METER #15649496		01/14/2026	HYDRANT METER #15649496 REFUND			\$3,495.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,495.00		
152379	02/05/2026	Open			Accounts Payable	VAN DYKE , MALYSSA	\$50.00		
	Invoice		Date	Description			Amount		
	8325653		01/16/2026	REIMBURSEMENT FOR D1 EXAM			\$50.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$50.00		
152380	02/05/2026	Open			Accounts Payable	VON KLEIST, JAIME	\$148.00		
	Invoice		Date	Description			Amount		
	TR 5247 PER DIEM		01/26/2026	FILE REVIEW FOR BACKGROUNDS CANDIDATE, 01/26/26-01/28/26, L.A.			\$148.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$148.00		

Type Check Totals:
AP - Accounts Payable Totals

127 Transactions

\$1,397,958.07

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	125	\$1,397,053.07	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$905.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	127	\$1,397,958.07	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	125	\$1,397,053.07	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 1/30/2026 - To Payment Date: 2/5/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided	2	\$905.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	127	\$1,397,958.07	\$0.00	
Grand Totals:									
					Checks				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	125	\$1,397,053.07	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$905.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	127	\$1,397,958.07	\$0.00	
					All				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	125	\$1,397,053.07	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$905.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	127	\$1,397,958.07	\$0.00	



***INVESTMENT AND CASH REPORT
FOR JANUARY 31, 2026***

CURRENT INVESTMENT AND CASH BALANCE

The City's cash and investments as of JANUARY 31, 2026 totaled the following:

Invested Cash	\$ 313,607,338.75
Demand Deposits (excludes outstanding items)	\$ 9,831,642.19
Total Cash and Investments	<u>\$ 323,438,980.94</u>

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

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

COMPLIANCE WITH INVESTMENT POLICY

As of JANUARY 31, 2026, the investment portfolio was in compliance with all elements of the City's Investment Policy.

Prepared by: Jamie Gomes, Accountant III

Jamie Gomes
Signature

02/18/2026
Date Signed

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

Michael Abram
Signature

02/18/2026
Date Signed

Updated: February 18, 2026

CITY OF TURLOCK

Schedule of Investments - As of January 31, 2026

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
Local Agency Investment Fund (LAIF)	\$ 10,258,070.75	\$ 10,258,070.75	n/a	3.931%	n/a	n/a	10,258,070.75	Quarterly
Total LAIF	10,258,070.75	10,258,070.75					10,258,070.75	
California Asset Management Program (CAMP)	43,688,885.32	43,688,885.32	n/a	3.850%	n/a	n/a	43,688,885.32	Monthly
Total CAMP	43,688,885.32	43,688,885.32					43,688,885.32	
DEMAND DEPOSITS:								
West America Bank Daily Receipts (unreconciled)	9,798,303.70	9,798,303.70	n/a	n/a	n/a	n/a	9,798,303.70	monthly
Petty Cash	7,880.00	7,880.00	n/a	n/a	n/a	n/a	7,880.00	n/a
Charles Schwab	25,458.49	25,458.49	n/a	3.427%	n/a	n/a	25,458.49	n/a
Total Demand Deposits	9,831,642.19	9,831,642.19					9,831,642.19	
CERTIFICATES OF DEPOSIT:								
Valley Natl Bk Wayne	245,000.00	245,000.00	n/a	4.600%	4/2/24	4/2/27	247,631.06	Monthly
Owen County St Bk Spencer Ind	248,000.00	248,000.00	n/a	5.100%	10/31/23	10/29/27	254,239.68	Monthly
JPMorgan Chase Bank	249,000.00	250,000.00	4.400%	4.488%	3/3/25	1/16/30	250,340.50	Jan & July
Total Certificates of Deposit	742,000.00	743,000.00					752,211.24	
MONEY MARKET AND MUTUAL FUNDS								
WestAmerica Bank-MM	20,894,758.18	20,894,758.18	n/a	3.410%	10/23/23	open	20,894,758.18	monthly
Total Money Market and Mutual Funds	20,894,758.18	20,894,758.18					20,894,758.18	
U.S. TREASURIES:								
US Treasury Note	1,999,730.84	2,000,000.00	4.000%	4.024%	8/29/25	2/15/26	1,999,531.20	Feb & Aug
US Treasury Note	1,977,734.38	2,000,000.00	0.750%	1.010%	11/10/21	3/31/26	1,990,781.20	March & Sept
US Treasury Note	1,791,406.25	2,000,000.00	0.750%	3.602%	6/16/22	5/31/26	1,980,937.40	May & Nov
US Treasury Note	978,398.44	1,000,000.00	4.125%	5.001%	10/19/23	6/15/26	3,005,976.30	Jun & Dec
US Treasury Note	1,997,656.25	2,000,000.00	4.125%	4.176%	2/6/24	6/15/26		Jun & Dec
US Treasury Note	970,781.25	1,000,000.00	0.875%	1.564%	2/3/22	6/30/26	988,710.90	Jun & Dec
US Treasury Note	1,982,187.50	2,000,000.00	4.500%	4.843%	10/3/23	7/15/26	2,007,656.20	Jan & July
US Treasury Note	1,918,750.00	2,000,000.00	0.625%	1.565%	2/3/22	7/31/26	1,970,625.00	Jan & July
US Treasury Note	1,845,000.00	2,000,000.00	1.625%	3.590%	6/16/22	9/30/26	1,974,453.00	March & Sept
US Treasury Note	2,018,664.38	2,000,000.00	4.625%	4.021%	3/3/25	10/15/26	2,013,281.20	Apr & Oct
US Treasury Note	1,788,671.88	2,000,000.00	1.125%	4.068%	11/29/22	10/31/26	1,963,359.20	Apr & Oct
US Treasury Note	897,343.75	1,000,000.00	1.500%	4.924%	10/19/23	1/31/27	980,000.00	Jan & July
US Treasury Note	1,858,750.00	2,000,000.00	2.500%	4.717%	10/3/23	3/31/27	1,975,859.20	March & Sept
US Treasury Note	1,859,687.50	2,000,000.00	2.625%	4.735%	10/3/23	5/31/27	1,976,250.00	May & Nov
US Treasury Note	1,964,375.00	2,000,000.00	3.250%	3.691%	2/3/23	6/30/27	1,992,343.60	Jun & Dec
US Treasury Note	962,187.50	1,000,000.00	2.750%	3.671%	2/3/23	7/31/27	988,710.90	Jan & July
US Treasury Bond	2,223,125.00	2,000,000.00	6.375%	3.680%	2/3/23	8/15/27	2,079,765.60	Feb & Aug
US Treasury Note	2,004,687.50	2,000,000.00	4.125%	4.062%	7/25/23	9/30/27	2,018,750.00	March & Sept
US Treasury Note	2,005,312.50	2,000,000.00	4.125%	4.055%	7/25/23	10/31/27	2,019,453.00	Apr & Oct
US Treasury Note	954,531.25	1,000,000.00	3.500%	4.672%	10/3/23	1/31/28	999,296.80	Jan & July
US Treasury Note	1,947,500.00	2,000,000.00	4.000%	4.665%	10/3/23	2/29/28	2,017,812.40	Feb & Aug
US Treasury Note	1,714,062.50	2,000,000.00	1.250%	4.863%	10/19/23	3/31/28	1,905,078.00	March & Sept
US Treasury Note	1,959,375.00	2,000,000.00	3.500%	4.026%	2/6/24	4/30/28	1,997,343.60	Apr & Oct
US Treasury Note	1,968,906.25	2,000,000.00	3.625%	4.020%	2/6/24	5/31/28	2,002,578.00	May & Nov
US Treasury Note	1,704,687.50	2,000,000.00	1.250%	4.860%	10/19/23	5/31/28	1,897,500.00	May & Nov

CITY OF TURLOCK

Schedule of Investments - As of January 31, 2026

INVESTMENT DETAIL									
	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid	
US Treasury Note	1,703,437.50	2,000,000.00	1.000%	4.528%	11/13/23	7/31/28	3,756,406.00	Jan & July	
US Treasury Note	1,755,078.13	2,000,000.00	1.000%	4.012%	2/6/24	7/31/28		Jan & July	
US Treasury Note	1,761,250.00	2,000,000.00	1.125%	4.014%	2/6/24	8/31/28	1,880,000.00	Feb & Aug	
US Treasury Note	2,008,125.00	2,000,000.00	4.375%	4.272%	3/28/24	8/31/28	2,038,359.20	Feb & Aug	
US Treasury Note	2,014,375.00	2,000,000.00	4.625%	4.440%	5/28/24	9/30/28	2,052,343.60	March & Sept	
US Treasury Note	2,050,000.00	2,000,000.00	4.875%	4.269%	3/28/24	10/31/28	2,066,015.60	Apr & Oct	
US Treasury Note	1,905,625.00	2,000,000.00	3.125%	4.258%	3/28/24	11/15/28	1,975,078.00	May & Nov	
US Treasury Note	501,386.72	500,000.00	4.375%	4.294%	2/5/25	11/30/28	510,253.90	May & Nov	
US Treasury Note	1,754,062.50	2,000,000.00	1.375%	4.257%	3/28/24	12/31/28	1,877,890.60	Jun & Dec	
US Treasury Note	1,965,000.00	2,000,000.00	4.000%	4.417%	5/28/24	1/31/29	2,021,875.00	Jan & July	
US Treasury Note	1,848,437.50	2,000,000.00	2.625%	4.422%	5/28/24	2/15/29	3,886,250.00	Feb & Aug	
US Treasury Note	1,863,984.38	2,000,000.00	2.625%	4.250%	6/20/24	2/15/29		Feb & Aug	
US Treasury Note	1,834,687.50	2,000,000.00	2.375%	4.320%	7/3/24	3/31/29	1,925,312.40	March & Sept	
US Treasury Note	1,975,000.00	2,000,000.00	4.125%	4.413%	5/28/24	3/31/29	2,029,218.60	March & Sept	
US Treasury Note	1,997,343.75	2,000,000.00	4.250%	4.280%	7/3/24	6/30/29	2,037,500.00	Jun & Dec	
US Treasury Note	1,973,281.26	2,000,000.00	4.000%	4.332%	2/10/25	7/31/29	2,021,875.00	Jan & July	
US Treasury Note	1,900,011.30	2,000,000.00	3.125%	4.348%	2/10/25	8/31/29	1,963,125.00	Feb & Aug	
US Treasury Note	3,947,343.75	4,000,000.00	3.625%	3.968%	6/23/25	8/31/29	3,992,500.00	Feb & Aug	
US Treasury Note	1,956,560.00	2,000,000.00	3.875%	4.400%	2/19/25	9/30/29	2,012,656.20	March & Sept	
US Treasury Note	6,029,296.86	6,000,000.00	4.125%	4.003%	5/30/25	10/31/29	6,088,125.00	Apr & Oct	
US Treasury Note	1,970,500.00	2,000,000.00	4.000%	4.348%	2/10/25	10/31/29	2,020,625.00	Apr & Oct	
US Treasury Note	1,958,940.00	2,000,000.00	3.875%	4.352%	2/10/25	11/30/29	2,011,875.00	May & Nov	
US Treasury Note	1,947,109.38	2,000,000.00	3.875%	4.473%	1/8/25	12/31/29	4,023,437.20	Jun & Dec	
US Treasury Note	1,934,760.00	2,000,000.00	3.875%	4.618%	1/14/25	12/31/29		Jun & Dec	
US Treasury Note	1,963,111.78	2,000,000.00	3.500%	3.929%	5/5/25	1/31/30	5,951,718.60	Jan & July	
US Treasury Note	3,897,880.00	4,000,000.00	3.500%	4.109%	6/9/25	1/31/30		Jan & July	
US Treasury Note	2,002,578.12	2,000,000.00	4.000%	3.968%	7/18/25	2/28/30	2,020,468.60	Feb & Aug	
US Treasury Note	1,974,920.00	2,000,000.00	3.625%	3.908%	5/7/25	3/31/30	1,991,250.00	March & Sept	
US Treasury Note	5,856,562.50	6,000,000.00	3.500%	4.040%	5/30/25	4/30/30	5,943,750.00	Apr & Oct	
US Treasury Note	1,964,977.56	2,000,000.00	3.750%	4.139%	5/22/25	5/31/30	2,000,000.00	May & Nov	
US Treasury Note	1,991,718.76	2,000,000.00	3.750%	3.842%	6/30/25	6/30/30	1,999,375.00	May & Nov	
US Treasury Note	1,985,460.00	2,000,000.00	3.500%	3.662%	12/31/25	11/30/30	1,974,375.00	May & Nov	
Total U.S. Treasuries	115,486,316.67	119,500,000.00					118,817,711.20		
U.S. AGENCY SECURITIES:									
FFCB (Federal Farm Credit Bank)			1.440%	1.540%	2/3/22	1/27/26	MATURED	Jan & July	
FFCB (Federal Farm Credit Bank)	2,000,000.00	2,000,000.00	1.560%	1.560%	2/3/22	2/3/26	1,999,876.00	Feb & Aug	
FFCB (Federal Farm Credit Bank)	1,988,990.00	2,000,000.00	4.875%	5.112%	10/19/23	4/20/26	2,004,870.00	Apr & Oct	
FFCB (Federal Farm Credit Bank)	1,987,672.00	2,000,000.00	4.375%	4.700%	6/20/24	6/23/26	2,005,216.00	June & Dec	
FFCB (Federal Farm Credit Bank)	957,212.00	1,000,000.00	0.600%	1.580%	7/3/22	8/18/26	983,639.00	Feb & Aug	
FFCB (Federal Farm Credit Bank)	1,004,300.00	1,000,000.00	4.875%	4.664%	7/3/24	8/28/26	1,006,779.00	Feb & Aug	
FFCB (Federal Farm Credit Bank)	2,344,629.43	2,358,000.00	4.750%	4.960%	10/3/23	9/1/26	2,372,669.12	March & Sept	
FFCB (Federal Farm Credit Bank)	2,977,740.00	3,000,000.00	3.625%	3.841%	2/3/23	10/26/26	2,991,735.00	Apr & Oct	
FHLB (Federal Home Loan Bank)	1,047,690.00	1,000,000.00	2.625%	1.600%	2/3/22	12/1/26	991,786.00	June & Dec	
FHLB (Federal Home Loan Bank)	983,617.00	1,000,000.00	1.250%	1.600%	2/3/22	12/21/26	979,738.00	June & Dec	
TVA (Tennessee Valley Authority)	1,907,880.00	2,000,000.00	2.875%	4.300%	7/25/23	2/1/27	1,985,210.00	Feb & Aug	
FFCB (Federal Farm Credit Bank)	2,003,580.00	2,000,000.00	4.500%	4.435%	3/28/24	3/26/27	2,020,184.00	March & Sept	
FFCB (Federal Farm Credit Bank)	1,903,352.00	2,000,000.00	2.875%	4.282%	7/25/23	4/26/27	1,982,534.00	Apr & Oct	

CITY OF TURLOCK

Schedule of Investments - As of January 31, 2026

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
FFCB (Federal Farm Credit Bank)	1,999,930.00	2,000,000.00	4.500%	4.500%	6/20/24	5/20/27	2,023,158.00	May & Nov
FHLB (Federal Home Loan Bank)	1,995,276.00	2,000,000.00	4.125%	4.190%	7/25/23	6/11/27	2,014,338.00	June & Dec
FFCB (Federal Farm Credit Bank)	1,996,124.00	2,000,000.00	4.625%	4.679%	11/15/23	11/15/27	2,035,170.00	May & Nov
FHLB (Federal Home Loan Bank)	1,818,046.00	2,000,000.00	2.500%	4.956%	10/19/23	12/10/27	1,960,920.00	June & Dec
FHLB (Federal Home Loan Bank)	1,986,000.00	2,000,000.00	4.250%	4.471%	7/3/24	12/10/27	2,023,172.00	June & Dec
FHLB (Federal Home Loan Bank)	1,878,638.00	2,000,000.00	3.250%	4.708%	10/3/23	6/9/28	3,967,076.00	June & Dec
FHLB (Federal Home Loan Bank)	1,916,302.00	2,000,000.00	3.250%	4.420%	7/3/24	6/9/28	3,002,508.00	Feb & Aug
FHLB (Federal Home Loan Bank)	3,000,000.00	3,000,000.00	4.000%	4.000%	8/14/25	8/14/28	3,003,516.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	3,000,000.00	3,000,000.00	4.070%	4.069%	8/29/25	8/21/28	3,752,478.75	March & Sept
FNMA (Fannie Mae)	3,750,000.00	3,750,000.00	4.000%	4.000%	9/26/25	9/25/28	2,051,886.00	May & Nov
FFCB (Federal Farm Credit Bank)	2,005,680.00	2,000,000.00	4.625%	4.561%	11/13/23	11/13/28	1,500,448.50	Feb & Aug
FFCB (Federal Farm Credit Bank)	500,125.00	500,000.00	4.690%	4.682%	3/3/25	2/13/29	500,000.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	500,125.00	500,000.00	4.690%	4.682%	3/3/25	2/13/29	500,000.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	500,125.00	500,000.00	4.690%	4.682%	3/3/25	2/13/29	500,000.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	2,026,700.00	2,000,000.00	4.750%	4.444%	5/28/24	4/30/29	2,065,170.00	Apr & Oct
FFCB (Federal Farm Credit Bank)	2,159,700.00	2,000,000.00	6.250%	4.439%	5/28/24	5/15/29	4,317,288.00	May & Nov
FNMA (Fannie Mae)	2,174,240.00	2,000,000.00	6.250%	4.261%	6/20/24	5/15/29	2,058,102.00	May & Nov
FFCB (Federal Farm Credit Bank)	2,031,170.00	2,000,000.00	4.625%	4.271%	6/20/24	6/8/29	2,058,102.00	June & Dec
FHLB (Federal Home Loan Bank)	CALLED	CALLED	4.750%	4.688%	3/3/25	1/28/30	CALLED	Jan & July
FHLB (Federal Home Loan Bank)	2,002,750.00	2,000,000.00	4.900%	4.865%	5/30/25	2/11/30	2,000,588.00	Feb & Aug
FHLB (Federal Home Loan Bank)	501,425.00	500,000.00	4.950%	4.885%	3/3/25	2/26/30	500,409.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	1,398,250.00	1,398,000.00	4.470%	4.465%	7/18/25	3/5/30	1,407,911.82	March & Sept
FHLMC (Freddie Mac)	2,001,584.00	2,000,000.00	4.500%	4.480%	7/21/25	5/23/30	2,011,288.00	May & Nov
FHLB (Federal Home Loan Bank)	2,002,750.00	2,000,000.00	4.320%	4.288%	7/21/25	7/1/30	2,010,130.00	Jan & July
FHLB (Federal Home Loan Bank)	2,750,000.00	2,750,000.00	4.000%	4.000%	9/26/25	9/11/30	2,739,981.75	March & Sept
FFCB (Federal Farm Credit Bank)	1,998,750.00	2,000,000.00	4.120%	4.134%	10/22/25	10/21/30	1,995,950.00	Apr & Oct
FFCB (Federal Farm Credit Bank)	2,000,050.00	2,000,000.00	3.870%	3.869%	11/26/25	11/18/30	1,983,680.00	May & Nov
FHLMC (Freddie Mac)	999,600.00	1,000,000.00	4.070%	4.078%	1/30/26	12/17/30	997,266.00	Jan & July
FNMA (Fannie Mae)	999,500.00	1,000,000.00	4.000%	4.011%	1/30/26	1/21/31	998,816.00	Jan & July
FNMA (Fannie Mae)	999,900.00	1,000,000.00	4.000%	4.002%	1/30/26	1/28/31	999,302.00	Jan & July
Total U.S. Agencies	73,999,402.43	74,256,000.00					74,744,789.94	
CORPORATE NOTES/BONDS								
Microsoft Corp	1,930,730.00	2,000,000.00	3.300%	4.210%	11/29/22	2/6/27	1,993,436.00	Feb & Aug
Apple Inc	1,905,342.00	2,000,000.00	3.000%	4.100%	2/3/23	11/13/27	1,980,716.00	May & Nov
Stanford University	483,500.00	500,000.00	3.089%	3.975%	4/7/25	5/1/29	487,075.50	May & Nov
Walmart Inc	480,800.00	500,000.00	3.250%	4.225%	3/3/25	7/8/29	491,922.00	Jan & July
Apple Inc	457,305.00	500,000.00	2.200%	4.298%	3/3/25	9/11/29	944,455.00	March & Sept
Apple Inc	462,565.00	500,000.00	2.200%	4.064%	4/7/25	9/11/29	512,979.00	March & Sept
State Street Bank	508,360.00	500,000.00	4.782%	4.354%	7/18/25	11/23/29	512,979.00	May & Nov
Johnson & Johnson	203,038.00	200,000.00	4.700%	4.358%	3/3/25	3/1/30	1,541,281.50	March & Sept
Johnson & Johnson	507,245.00	500,000.00	4.700%	4.358%	3/3/25	3/1/30	500,000.00	March & Sept
Johnson & Johnson	304,375.00	300,000.00	4.700%	4.358%	3/3/25	3/1/30	300,000.00	March & Sept
Johnson & Johnson	512,700.00	500,000.00	4.700%	4.121%	4/7/25	3/1/30	500,000.00	March & Sept
Berkshire Hathaway	445,150.00	500,000.00	1.850%	4.333%	3/28/25	3/12/30	918,931.00	March & Sept
Berkshire Hathaway	450,355.00	500,000.00	1.850%	4.094%	4/7/25	3/12/30	2,062,158.00	March & Sept
President & Fellows	2,044,490.00	2,000,000.00	4.887%	4.374%	5/7/25	3/15/30	2,062,158.00	March & Sept
Visa Inc.	450,190.00	500,000.00	2.050%	4.368%	6/23/25	4/15/30	926,062.00	Apr & Oct

CITY OF TURLOCK

Schedule of Investments - As of January 31, 2026

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
Visa Inc.	452,260.00	500,000.00	2.050%	4.297%	7/18/25	4/15/30		Apr & Oct
Yale University	1,738,810.00	2,000,000.00	1.482%	4.422%	4/15/25	4/15/30	1,800,622.00	
Walmart Inc	500,840.00	500,000.00	4.350%	4.311%	5/30/25	4/28/30	507,280.50	Apr & Oct
BlackRock, Inc.	457,665.00	500,000.00	2.400%	4.355%	6/24/25	4/30/30	935,127.00	Apr & Oct
BlackRock, Inc.	459,625.00	500,000.00	2.400%	4.266%	6/30/25	4/30/30		Apr & Oct
Chevron	452,255.00	500,000.00	2.236%	4.432%	6/23/25	5/11/30	928,120.00	May & Nov
Chevron	453,650.00	500,000.00	2.236%	4.393%	7/18/25	5/11/30		May & Nov
Alphabet Inc	494,545.00	500,000.00	4.000%	4.245%	5/30/25	5/15/30	499,968.00	May & Nov
Total Corporate Notes/Bonds	16,155,795.00	17,000,000.00					16,530,133.50	
HELD WITH TRUSTEE								
Money Market - US Bank - Roads Bond	22,323,668.01	22,323,668.01	n/a	3.150%	1/31/25	open	22,323,668.01	monthly
US Treasury Note - US Bank - Roads Bond	10,058,442.39	10,000,000.00	4.500%	4.480%	7/30/25	7/15/26	10,038,200.00	Jan & July
Total Held with Trustee	32,382,110.40	32,323,668.01					32,361,868.01	
TOTAL INVESTMENTS	\$ 313,607,338.75	\$ 318,664,382.26					\$ 318,048,428.14	
TOTAL INVESTMENTS AND DEMAND DEPOSITS	323,438,980.94	328,496,024.45					327,880,070.33	

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

City Council Special Meeting Minutes



February 10, 2026

5:30 PM

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

1. **CALL TO ORDER**

Mayor Bublak called the meeting to order at 5:30 PM.

2. **ROLL CALL AND DECLARATION OF CONFLICTS**

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

Absent: None

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

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

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

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

4. **PUBLIC PARTICIPATION - LIMITED TO ITEMS LISTED ON THE AGENDA**

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

Mary Jackson

With no further comments, Mayor Bublak closed public comment.

5. **CLOSED SESSION**

City Clerk Nichole Fiez read aloud the closed session items.

A. Public Employee Resignation/Discipline/Dismissal/Release, Cal Gov't Code §54957

B. Public Employee Appointment, Cal. Gov't Code §54957

Title: City Manager (Discussion Only)

6. **REPORTS FROM CLOSED SESSION**

City Council took action to accept the resignation of Sue Borrego from her role as Interim City Manager, returning her to her position as Deputy City Manager. The action passed on a 3–2 vote. The City Council thanked her for her service. Mayor Bublak also mentioned that later this evening, the Council will discuss the appointment of an Interim City Manager.

**CITY OF TURLOCK
CITY COUNCIL
SPECIAL MEETING MINUTES
Tuesday, February 10, 2026**

7. ADJOURNMENT

- A. The foregoing meeting is hereby called by Mayor Amy Bublak at the above-mentioned date and time pursuant to California Government Code 54956.



Amy Bublak, Mayor

Mayor Bublak adjourned the meeting at 6:00 PM.

City Council Meeting Minutes



February 10, 2026

6:00 PM

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

1. **CALL TO ORDER**

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

2. **SALUTE TO THE FLAG**

3. **ROLL CALL AND DECLARATION OF CONFLICTS**

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

Absent: None

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

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

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

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

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

A. Turlock Police Department Animal Services - Adoptable Pets

Animal Services Supervisor Katherine Walthop introduced a Queensland Healer and German Shepherd mix named Bear Bear, who is now available for adoption.

B. Active Military Banner Presentation (Recreation)

Karen Packwood, the Assistant Director of the Municipal Services Department, along with Recreation Superintendent Juan Vargas, showcased the military banners for the active military banner program.

C. Turlock Chamber of Commerce Presentation

Executive Director Allison Jefferies presented an update on the Turlock Chamber of Commerce and the partnerships with the City of Turlock.

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

6. PUBLIC PARTICIPATION

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

Representative from PG&E
Frank Saldivar
Karina Mendoza
Mike Barco
Garthy Prasad
Milt Trieweiler

With no further comments, Mayor Bublak closed public comment.

7. CITY MANAGER REPORTS/UPDATES

A. Monthly Department Reports

The Interim City Manager, Sue Borrego, asked the City Clerk, Nichole Fiez, to share information about SB 707 and its latest updates.

Borrego shared an update regarding the housing element and the City's engagement with Leadergov.

8. CONSENT CALENDAR

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

Milt Trieweiler

With no further comments, Mayor Bublak closed public comment.

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

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

A. Accepting the Weekly demands of 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.

Action: Approved Motion: 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

Action: Approved Motion: Accepting the Minutes of the January 27, 2026 City Council

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

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)

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

- D. Authorizing Expenditures for the Purchase of Fleet Vehicles through State of California Department of General Services Statewide Fleet Vehicle Contracts (Fleet)

Action: Approved Resolution No. 2026-016: 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

- 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)

Action: Approved 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"

- 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)

Action: Approved Motion: Authorizing the advertisement of City Project No. 23-052 "Mark Thomas Task Order No. 2 for Roads Program - Geer Road" for construction bids

- 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)

Action: Approved 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

Action: Approved Resolution No. 2026-017: 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)

- H. Approving Agreements for Sidewalk Trip Hazard Removal and Sidewalk Removal and Replacement Services in Support of the Sidewalk Repair Assistance Program (Municipal Services)

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

Action: Approved 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

Action: Approved 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

9. FINAL READINGS

None

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)

City Attorney George Petrulakis presented the item.

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

Motioned by Vice Mayor Monez, 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

Action: Approved Ordinance 1341-CS: 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.

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)

Turlock Police Officer Jacob Young presented the item.

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

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

and Mayor Bublak closed public comment.

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

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

Action: Approved Motion: 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

- 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)

Municipal Services Director Chris Fisher presented the item.

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

Motioned by Vice Mayor Monez, 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

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

Action: Approved Resolution No. 2026-018: 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"

- 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)

Human Relations Director Jessie Dhami presented the item.

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

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

Mike Barco

With no further comments, Mayor Bublak closed public comment.

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

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

Action: Approved Resolution No. 2026-019: 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

- D. Approving an Employment Agreement Between the City of Turlock and Gary Hampton as Interim City Manager (Human Relations)

Human Relations Director Jessie Dhami presented the item.

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

Motioned by Vice Mayor Monez, 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

Action: Approved Resolution No. 2026-020: Approving an Employment Agreement Between the City of Turlock and Gary Hampton as Interim City Manager.

12. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS

Vice Mayor Monez thanked the SWAT team for the presentation and thanked the family members of the service members for being at the meeting and thanked the service members that were honored tonight.

Councilmember Bixel thanked Interim City Manager Sue Borrego and expressed his appreciation for all she has done with the City.

Councilmember Phillips thanked Borrego.

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

Mayor Bublak expressed her gratitude to Borrego for all her contributions to the City and her work with the Housing Division. Bublak also talked about her recent visit to the U.S. Mayor's conference in Washington D.C. and noted that Hope Church celebrated its grand opening.

13. CLOSED SESSION

City Clerk Nichole Fiez read aloud the Closed Session item.

- 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 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

None.

15. ADJOURNMENT

Mayor Bublak adjourned the meeting at 7:18 PM.

Respectfully Submitted,

Kelly Renteria, Deputy City Clerk

City Council Staff Report

February 24, 2026



From: Nick Showalter, Information Technology Director
Prepared by: Janelle Rodrigues, Staff Services Technician
Agendized by: Gary Hampton, Interim City Manager

1. ACTION RECOMMENDED:

Authorize the City Manager to execute a Purchase Agreement between the City of Turlock and Microsoft through the Licensing Solution Provider (LSP) Crayon Software Experts, LLC. for a period of three (3) years in an amount not to exceed \$600,000.00.

2. NARRATIVE:

Microsoft software products are essential to the daily operations of the City of Turlock, enabling staff to access critical tools such as Microsoft Office on desktops, City-issued devices, servers, and cloud-based systems. Maintaining a Microsoft Enterprise Agreement (EA) ensures uninterrupted access to these services while providing the flexibility to efficiently manage the City’s technology environment. The EA also allows the City to stay current with the latest productivity, security, and collaboration tools necessary to support all City staff.

The City of Turlock Information Technology Department (IT) evaluated available procurement options to secure the most cost-effective Enterprise Agreement and determined that participating in Riverside County’s Master EA is the best solution. This cooperative agreement allows public agencies to piggyback on competitively awarded contracts and purchase Microsoft products and services through authorized Licensing Solution Providers (LSP), including Crayon Software Experts LLC. The agreement, formally solicited and awarded by Riverside County, is effective from November 1, 2024, through October 31, 2027, providing stable pricing and contract terms.

Pursuant to City of Turlock Municipal Code Section 2-7-08, competitive bidding procedures are not required when participating in jointly solicited and awarded cooperative purchasing agreements. Accordingly, staff recommends that the City Council authorize the City Manager to enter into a purchase agreement with Crayon under Microsoft Enterprise Master Agreement #8084445. This action will allow the City of Turlock to continue its joint enrollment with Riverside County and secure additional cost savings while maintaining uninterrupted access to essential Microsoft licensing and services.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The IT department has allocated \$165,264.13 within account 501-10-130.43047 Microsoft Licensing, as part of the approved 2025-2026 fiscal year budget. These funds require no additional appropriation. The Three (3) Year Total for the agreement is \$495,792.39. A twenty percent (20%) contingency of \$100,000.00 has been included in the not-to-exceed value of the agreement to account for scalability, including potential increases in licensed users, licensed devices, and the addition of service offerings. The IT department will work with the LSP annually to perform a task called true-up to ensure licensing needs are met and coincide with scalability around growth and the City's needs.

The Purchasing Division has made the determination that this item does not require a competitive procedure due to TMC 2-7-08 (b) (5) that states, bidding is not required when engaged in joint, cooperative, or leveraged purchasing plans that have been solicited and awarded on a competitive basis.

4. ENVIRONMENTAL DETERMINATION:

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

5. ATTACHMENTS:

1. Crayon Microsoft Licensing Quote
2. City of Turlock - MS Volume Licensing DRAFT



Quote Details	
Enrollment Number	TBD
Customer Name	City of Turlock
Quote Date:	2/10/2026
Coverage Start:	3/1/2026
Coverage End:	2/28/2029
State Contract:	ITARC-00931

Coverage Period: 03/01/26 - 02/28/27					
Part Number	Description	Months Remaining	Qty	Annual Net Unit Price	Extended Total
Enterprise Products					
EP2-07458	M365 E3 FUSL No Teams Sub Per User	12	233	\$294.79	\$68,686.07
Additional Products					
EP2-07428	M365 F3 No Teams Sub Per User	12	236	\$74.43	\$17,565.48
TQA-00004	Exchange Online P2 SU Exchange Online Kiosk Per User	12	236	\$51.49	\$12,151.64
EP2-07387	Teams Enterprise Sub Per User	12	469	\$104.32	\$48,926.08
NYG-00001	Teams AC with Dial Out US/CA Sub Add-on	12	469	\$0.00	\$0.00
Months Remaining 12					\$147,329.27

Description	Part Number	Purchase Period	Qty	Customer Price	Extended Total
Additional Products					
7NQ-00292	SQL Server Standard Core ALng SA 2L	1 Yr(s) Remaining	12	\$647.66	\$7,771.92
9EN-00198	System Center Standard Core ALng SA 2L	1 Yr(s) Remaining	8	\$19.77	\$158.16
D86-01253	Visio Standard ALng SA	1 Yr(s) Remaining	7	\$56.74	\$397.18
9EA-00278	Win Server DC Core ALng SA 2L	1 Yr(s) Remaining	66	\$139.10	\$9,180.60
9EM-00270	Win Server Standard Core ALng SA 2L	1 Yr(s) Remaining	20	\$21.35	\$427.00
					\$17,934.86

1 Year Total:	\$165,264.13
3 Year Total:	\$495,792.39

Standard Pricing Terms

- ** Pricing Expires in 30 days from date of quote **
- ** All items included in this RFQ are new, unused, not refurbished, with original manufacturer warranty.**
- ** Enterprise Agreements are direct billings from Microsoft. Please make out purchase orders to Microsoft Corporation**
- ** Pass-Through Warranty and Other Rights.**

As a reseller, end-user warranties and liabilities (with respect to any third party software products provided by Crayon Software Experts) shall be provided as a pass-through from the manufacturer of such products.

All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment

- Pricing and availability on quotes subject to change without notice.
- Crayon Software Experts reserves the right to correct errors on quotes where applicable.
- Applicable Taxes and Delivery are Extra and will be calculated and posted on final invoice.
- Errors & Omissions Excluded.
- Changes to a quote are subject to written acceptance by Crayon Software Experts.
- Please see our website for return details: <http://www.crayon.com/en-us/about-us/return-policy/>

Gary Hampton, Interim City Manager

Date

Program Signature Form

MBA/MBSA number	<input type="text"/>	<input type="text"/>
Agreement number	8084445	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10637

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Turlock Signature* Printed First and Last Name* Printed Title Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date <small>(date Microsoft Affiliate countersigns)</small>
Agreement Effective Date <small>(may be different than Microsoft's signature date)</small>

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	61689638		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2)** For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.
 - 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate’s termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only.

All Affiliates. All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

Enrolled Affiliate including. Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://privacy.microsoft.com/privacystatement>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC) and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Turlock

Contact name: First* Nick Middle Last* Showalter

Contact email address* nshowalter@turlock.ca.us

Street address* 156 S. Broadway, Suite #116

City* Turlock

State* CA

Postal code* 95380-5456-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 209-668-5540 Ext. 1315

Tax ID

Work or School (WSA) Account ID nshowalter@turlock.ca.us

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC) and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Nick Middle Last* Showalter

Contact email address* nshowalter@turlock.ca.us

Street address* 156 S. Broadway, Suite #116

City* Turlock

State* CA

Postal code* 95380-5456-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 209-668-5540 Ext. 1315

Work or School (WSA) Account ID nshowalter@turlock.ca.us

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Nick Middle Last* Showalter

Contact email address* nshowalter@turlock.ca.us

Phone* 209-668-5540 Ext. 1315

Work or School (WSA) Account ID nshowalter@turlock.ca.us

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* Crayon Software Experts LLC
Street address (PO boxes will not be accepted)* 12221 Merit Drive Suite 800
City* Dallas
State* TX
Postal code* 75251-2202
Country* United States
Contact name* CrayonUS OPS TEAM
Phone* 469-329-0290
Contact email address* license.us@crayon.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<p>Signature* _____</p> <p>Printed name*</p> <p>Printed title*</p> <p>Date*</p>

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e.** If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i)** Additional notices contact
 - (ii)** Software Assurance manager
 - (iii)** Subscriptions manager
 - (iv)** Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Turlock

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	61689638	X	X

City Council Staff Report

February 24, 2026



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

1. ACTION RECOMMENDED:

Motion: Approving a Master Agreement with BKF Engineers for Engineering Design Services for Roads Program Capital Improvement Program (CIP) Projects for a term of three (3) years and option for three (3) one-year extensions

2. NARRATIVE:

On October 15, 2025, City staff advertised a Request for Qualifications (RFQ No. 25-019) for Engineering Design Services for Roads Program CIP Projects and requested Statements of Qualifications (SOQs) from qualified professional firms by the submittal deadline of 3:00PM on November 20, 2025.

The services requested through the RFQ, in general, included performing field surveys; conducting subsurface investigations, evaluating appropriate pavement treatment options and making recommendations; coordination with the railroad and utility companies; preparing the design plans, specifications, and construction cost estimate; assisting the City during the bid phase and construction phase; and assisting with funding applications.

A total of seven (7) Statements of Qualifications (SOQs) were received by the deadline and are listed, as follows, in alphabetical order:

- BKF Engineers; Sacramento, CA
- CSG Consultants; Newman, CA
- GHD Inc.; Roseville, CA
- MVE, Inc.; Modesto, CA
- Sanbell; Pleasanton, CA
- Sandis; Modesto, CA
- VVH Consulting Engineers; Modesto, CA

A team of three (3) City staff, independently reviewed, evaluated, and ranked each submittal in accordance with the criteria outlined in the RFQ. Interviews were then held with the top four (4) ranked consultants on December 18, 2025. As stated in the RFQ, interviews would be used to gain further insight into the consultant's capabilities for the purpose of making selection recommendations to the City Council.

Based on SOQ evaluations and subsequent interviews, staff recommends approval of a Master Agreement for Engineering Design Services with the following firm:

- BKF Engineers; Sacramento, CA

The proposed Master Agreement is an updated version of the Master Agreement for

Engineering Design Services for Roads Program CIP Projects, which was previously approved by the City Council and is currently in effect with the current design firms for the Roads Program. It similarly stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders and that each task order will be presented to the City Council, for consideration and approval, as an amendment to the Master Agreement. The proposed Master Agreement does not establish a total compensation amount as the amount will be set, upon City Council's approval, with each task order as an amendment to the Master Agreement. Each task order will include the specific scope of services, fees, and schedule to provide the design services for a logical grouping of street sections.

The proposed Master Agreement is essential to ensuring that appropriate contracting mechanism is established in order to advance the design and future construction of Roads Program CIP projects.

3. FISCAL IMPACT / BUDGET AMENDMENT:

There will not be a fiscal impact as a result of City Council's approval of the proposed Master Agreement. The proposed Master Agreement does not establish a total compensation amount as the amount will be set, upon City Council's approval, with each Task Order approved under the terms of each Master Agreement.

Along with future requests for City Council's approval of each Task Order as an Amendment to the Master Agreement, staff will identify the fiscal impacts of, and the source of funding for, each Task Order.

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. All direct physical changes in the environment will be identified in future projects and the environmental determination of those specific projects will be made by Council at a later date.

5. ATTACHMENTS:

1. Master Agreement City Contract No. 2026-117 with BKF Engineers including Exhibit A - Statement of Qualifications



**MASTER AGREEMENT BETWEEN THE CITY OF TURLOCK
and
BKF ENGINEERS
for
ENGINEERING DESIGN SERVICES**

City Contract No. 2026-117

THIS MASTER AGREEMENT FOR ENGINEERING DESIGN SERVICES (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and BKF Engineers, a California Corporation ("Professional"), on this 24th day of February, 2026 (the "Effective Date"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the Engineering Design Services for Roads Program Capital Improvement Program (CIP) Projects (the "Project").

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

C. Scope of services and fees associated with specific projects will be agreed upon through Task Orders approved with an Amendment to the Agreement.

D. 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 under this Agreement as determined under each Task Order ("Completion Schedule"), which shall be included in one or more written amendments to this Agreement.

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.

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 Section 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 24th 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. Extension of Agreement. City may elect to extend this Agreement for three (3) additional one (1)-year term(s), on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the City Manager to Professional thirty (30) days prior to the expiration of this Agreement.

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

5. Work.

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

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

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

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional's proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

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

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

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

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule for each Task Order within each Amendment to the Agreement. Each Compensation Schedule shall include an exhibit based on Exhibit 10-H1 of Caltrans Local Assistance Procedures Manual (LAPM). Professional will be allowed to include an amount for the anticipated salary increases as calculated per Exhibit 10-H1. City's total compensation to Professional shall not exceed the cumulative amount resulting from each Task Order with each approved Amendment to the Agreement.

6.2. Deposit. *{Intentionally Omitted}*

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

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

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

8. Time of Performance. Professional warrants that it will commence performance of the Services upon issuance of the Notice to Proceed from the City for each Task Order within each approved Amendment to the Agreement and also shall conform to the Completion Schedule for

each Task Order within each Amendment to the Agreement. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. *{Intentionally Omitted}*

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

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

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

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

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

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

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

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

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

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

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

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

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

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written

authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

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

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

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

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

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

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

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

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

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

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

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

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

resolved by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement.

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

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

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

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

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

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

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

24. Arbitration of Disputes. All claims, disputes, and other matters in question between City and Professional arising out of or relating to this Agreement or the breach thereof, including claims of Professional for extra compensation for Services related to the Project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 to 1284.2 of the California Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay and

liquidated damages, if any, provided for in this Agreement, matters involving defects in the work product of the Professional, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

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

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

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

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

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

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

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

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

25. Insurance Coverage. During the Term, the Professional 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. Professional shall maintain coverage as follows:

25.1. General Liability. Professional shall maintain 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.

25.2. Workers' Compensation Insurance and Employer's Liability. Professional 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. Professional 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. Professional shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing professional services in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim and in the aggregate or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. Commercial Automobile Liability. Professional shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the equivalent, in the amount of no less than Two Million Dollars (\$2,000,000.00) each accident for owned, leased, hired, non-owned and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Professional 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. Professional may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying policies of insurance. No insurance coverage or policies maintained by the City ("Additional Insured"), whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional's primary and excess liability policies are exhausted.

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

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled,

allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) name City of Turlock as a certificate holder (d) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (e) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (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. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

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

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

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

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

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

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

With courtesy copy to: City of Turlock
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 240
Turlock, California 95380

If to Professional: BFK Engineers
Attn: Glenn Armstrong, P.E.
980 9th Street, #2300
Sacramento, CA 95814
Telephone: (916) 556-5825
E-mail: garmstrong@bkf.com

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

Fred Pezeshk, P.E., Roads Program Manager
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-5520
E-mail: fpezeshk@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. Professional or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this Section shall preclude Professional 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on Following Page]

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

BKF ENGINEERS, a California corporation

By: Daniel Schaefer

Print Name: Dan Schaefer

Title: Vice President

Date 02/05/2026

CITY OF TURLOCK, a California municipal corporation

By: Gary R. Hampton, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: George A. Petrulakis, City Attorney

ATTEST:

By: Nichole Fiez, City Clerk

EXHIBIT A TO MASTER AGREEMENT WITH BKF ENGINEERS
(CITY CONTRACT NO. 2026-117)



QUALIFICATIONS FOR
**ENGINEERING DESIGN SERVICES FOR
ROADS PROGRAM CIP PROJECTS**

RFQ NO. 25-019

NOVEMBER 20, 2025



TABLE OF CONTENTS

COVER/TRANSMITTAL LETTER	
QUALIFICATIONS	1
SCOPE OF SERVICES	5
RELATED EXPERIENCE	25
RESPONSIBLE PERSONNEL	33
CONSULTANT FEE	43
APPENDIX	44



November 20, 2025



City of Turlock
Att: Purchasing
156 S. Broadway, Suite 270
Turlock, CA 95380

SUBJECT: QUALIFICATIONS FOR ENGINEERING DESIGN SERVICES FOR ROADS PROGRAM CIP PROJECTS

To Whom It May Concern,

It is with great interest that BKF Engineers (BKF) is responding to the City of Turlock's (City) Request for Qualifications (RFQ) for Engineering Design Services for Roads Program CIP Projects. We understand the City's goal is to establish a list of pre-qualified firms that can deliver timely, high-quality support for federally, state, and locally funded infrastructure projects.

BKF has successfully completed more than 45 projects in Stanislaus County, showcasing our deep knowledge of local standards and unwavering commitment to delivering high-quality solutions for the region. Leveraging this expertise, BKF brings extensive experience in designing and managing roadway improvements under Capital Improvement Programs (CIP) for municipalities throughout California. Our team has successfully managed and designed complex corridor improvements, pavement rehabilitation projects, and complete street transformations that enhance multimodal access and safety. From intersection upgrades and utility under-grounding to ADA-compliant pedestrian facilities, traffic signal modernization, and storm drain improvements, BKF consistently provides innovative, cost-effective solutions tailored to community needs. We combine technical expertise with proactive coordination and public outreach to ensure projects are delivered on schedule and within budget, supporting cities in achieving long-term infrastructure goals.

Our approach is grounded in partnership and performance. We build trust through transparency, collaboration, and delivery. That is why we have been selected to support complex, multi-jurisdictional efforts in this region that require aligned goals, coordinated solutions, and technical excellence. At BKF, we Build Trust and Deliver Results and for a project of this importance, that promise matters.

Glenn Armstrong, PE will serve as Project Manager and single point of contact, responsible for coordinating all activities with City staff. He will be supported by **Dan Schaefer, PE, LEED AP, QSD, Associate DBIA**, who will serve as Principal-in-Charge. Supporting the team we have included **BSK Associates** as the Geotechnical/Subsurface Investigations/Pavement Lead, **Monument** as the Right-of-Way Lead, **ECORP** as the Environmental Lead, **AIM Consulting** as the Public Outreach Lead, **Callander** as the Landscape Architecture Lead, and **MNS Engineers** as the Constructibility Lead.

We are excited for the opportunity to partner with the City to advance infrastructure investments that enhance connectivity, sustainability, and community livability. Should you have any questions or need additional information, please contact Project Manager Glenn Armstrong at (916) 640-4310 or garmstrong@bkf.com. We appreciate your consideration and look forward to the opportunity to support the City of Turlock in delivering its future capital improvement project.

As Principal-in-Charge, I have the authority to enter into contracts on behalf of BKF Engineers. BKF acknowledges receipt of **Addendum No. 1, dated October 28, 2025.**

Sincerely,

BKF ENGINEERS

A handwritten signature in blue ink, appearing to read 'Dan Schaefer'.

Dan Schaefer, PE , LEED AP, QSD, Associate DBIA
Vice President/Principal-in-Charge
dschaefer@bkf.com, 925.940.2214

QUALIFICATIONS



FIRM PROFILE



490+
Employees

Founded in
1915

18
West Coast
Offices

175
Professional
Engineers &
Surveyors

OFFICE LOCATIONS

- Sacramento
- Roseville
- Modesto
- Pleasanton
- Walnut Creek
- Oakland
- Redwood City
- San Francisco
- San Rafael
- Santa Rosa
- San Jose
- Salinas
- Fresno
- San Luis Obispo
- Riverside
- Newport Beach
- San Diego
- Portland

SERVICES

- Pavement Rehabilitation and Preservation
- Planning, Grants, and Funding Strategy
- Local Government Capital Projects
- Local Roadways / State Highways
- ADA / PROWAG Accessibility Improvements
- Complete Streets / Active Transportation
- Roundabouts and Intersection Safety
- Rail and Grade Separations
- Traffic Signals and Lighting
- Right-of-Way Engineering and Support
- Local Assistance / E-76 / Funding Authorization
- Caltrans Facilitation Services & Permit Support
- PEER and Design Exception Preparation
- PID, PA&ED, PS&E Services

BKF Engineers

Build Trust – Deliver Results

BKF Engineers is a leading civil engineering and surveying firm serving the western United States since 1915. Our transportation business sector is focused on connecting communities, designing and delivering infrastructure that supports safe, efficient, and equitable movement for people and goods. This includes roadways, highways, trails, seaports, airports, and rail systems used by passenger vehicles, buses, trucks, motorcycles, bicycles, pedestrians, boats, trains, and airplanes.

Our team supports transportation projects of all sizes and types, from neighborhood improvements and safety enhancements to regional corridor upgrades and multi-jurisdictional infrastructure programs. We deliver planning, design, environmental, and construction-phase services across a full range of public infrastructure.

We bring extensive experience navigating the regulatory, environmental, and funding complexities that shape local transportation projects. Our engineers work closely with city and county agencies, stakeholders, and utility providers to secure permits, coordinate approvals, and support funding strategies that keep projects moving forward. We also assist with community outreach efforts to ensure project goals are clearly communicated and aligned with public needs.

BKF’s transportation clients include: cities and counties, regional transportation agencies, congestion management agencies, self-help counties, transit authorities, airports, seaports, and state and federal agencies. We also support private-sector clients and land development teams when infrastructure improvements interface with public rights-of-way or require agency approvals.



SUBCONSULTANT PROFILES

The BKF project team includes select subconsultants to ensure the right expertise is on the team, whether in-house or from trusted partners. We treat our subconsultants as integral team members, fostering strong working relationships and open collaboration throughout. Clients consistently note how seamlessly our teams work together. To manage the team effectively, the project manager will use the following strategies:



Bi-Weekly Meetings



Comprehensive Schedule



Single Point of Contact

BSK ASSOCIATES

Geotechnical/Subsurface Investigations/Pavement Lead



BSK Associates is a 100 percent employee-owned California S corporation that provides geotechnical engineering, construction observation, materials testing, special inspection, and analytical laboratory services. Founded in 1966 in Fresno, California, BSK has been in business for 59 years. They primarily support public sector clients through on-call services. They currently employ a staff of approximately 230 with offices and laboratories throughout California, (Tracy, Livermore, Sacramento, Fresno, San Bernardino, and Bakersfield) as well as an analytical laboratory in Vancouver, Washington. BSK is a registered public works contractor with the Department of Industrial Relations (DIR #1000003557). They regularly support BKF Engineers with geotechnical design services on a variety of projects. They currently have a geotechnical and materials testing on-call contract with the City of Turlock (City) and is already supporting the City directly with construction observation and testing services during constructions for the existing Roads Program CIP projects.

MONUMENT

Right-of-Way Lead



Monument is a trusted, full-service real estate and right-of-way firm that provides comprehensive solutions including project management, appraisal, acquisition, relocation, utility coordination, GIS services, and condemnation support across California. They work with local, state, and federal agencies, transportation authorities, public and private utilities, energy partners, and water and wastewater agencies to deliver public infrastructure projects statewide. Monument understands the value of having an experienced, solutions-driven right-of-way partner to achieve project goals and that's exactly what they bring. With a proven track record of successfully delivering hundreds of projects, their success is built on their company motto: we listen, we innovate, we deliver.

ECORP CONSULTING, INC.

Environmental Lead



ECORP Consulting, Inc. provides comprehensive environmental services for public and private clients, including biological, cultural, and water resource studies; land use planning; air and noise analyses; and regulatory compliance with CEQA, NEPA, and other state and federal laws. From baseline surveys and environmental documentation to permitting, mitigation planning, and construction monitoring, ECORP supports projects through every phase. Their team includes specialists in environmental planning, permitting, biology, cultural resources, air quality, noise, and GIS, ensuring expert guidance and compliance throughout the project lifecycle.

QUALIFICATIONS

AIM CONSULTING, INC.

Public Outreach Lead

AIM Consulting, Inc., founded in 2005, specializes in strategic communications and public participation for projects that positively impact communities. Their team brings over 30 years of experience developing programs that foster inclusive dialogue and civic engagement, ensuring diverse voices are heard in shaping the natural and built environment. AIM is certified as a Small Business Enterprise, Women in Business Enterprise, and Disadvantaged Business Enterprise, reflecting their commitment to diversity and community-focused solutions.



CALLANDER ASSOCIATES

Landscape Architecture Lead

Callander Associates Landscape Architecture, Inc. has been creating vital outdoor spaces for public clients since 1973. With over five decades of experience, they provide comprehensive services from feasibility and funding through construction management for streetscapes, complete streets, parks, urban plazas, pedestrian and bicycle improvements, and government facilities. The firm collaborates closely with design professionals and communities to deliver integrated, creative solutions that prioritize safety, sustainability, aesthetics, and local character. Their extensive work in cities such as Modesto, Stockton, and Los Banos positions them well to partner with the City of Turlock on projects that enhance identity and community well-being.



MNS ENGINEERS

Constructibility Lead

MNS, established in 1962, provides comprehensive consulting services



QUALIFIED PROJECT TEAM

BKF Engineers offers a highly experienced, multidisciplinary team dedicated to delivering Capital Improvement Program (CIP) projects with precision, efficiency, and innovation. Our proven track record and specialized expertise make us the ideal partner for complex municipal initiatives.

UNMATCHED EXPERTISE ACROSS KEY DISCIPLINES

Seasoned Leadership

Dan Schaefer (Principal-in-Charge) and **Glenn Armstrong** (Project Manager) bring decades of experience managing large-scale infrastructure projects.

Trusted Support Team

- **Alex Croskey**, PE, LEED AP, QSD/P | Lead Engineer
- **Jason Mansfield**, PE, LEED AP | QA/QC Manager
- **Ben Santos**, PLS | Survey Lead
- **Greg Piazza**, PE, QSD/P | Utility Coordination Lead
- **Cheung Wong**, PE | Traffic Lead
- **Blake Golding**, PE | Pavement Evaluation Lead
- **Marley Mueller** | Grants Lead

Specialized Subconsultants

- **BSK ASSOCIATES**: Geotechnical/Subsurface Investigations/Pavement
- **MONUMENT**: Right-of-Way
- **ECORP**: Environmental
- **AIM CONSULTING**: Public Outreach
- **CALLANDER**: Landscape Architecture
- **MNS ENGINEERS**: Constructibility Review

Comprehensive Technical Capabilities

Our team excels in pavement rehabilitation, roadway design, ADA curb ramps, and utility coordination, critical components for successful CIP delivery. With over 490 staff firmwide, including 153 licensed civil engineers and 23 licensed land surveyors, BKF can scale resources to meet aggressive timelines while maintaining quality and responsiveness throughout design and construction.

Proven Success on Comparable Projects

We integrate lessons learned from projects across California such as the City of Richmond, Town of Moraga, and McKinley Interchange to deliver cost-conscious, innovative solutions tailored to client needs.

Collaborative, Lean Delivery Model

BKF's approach emphasizes collaboration, efficiency, and strong partnerships with trusted subconsultants. This ensures streamlined communication, reduced risk, and reliable performance from concept through construction.

Strategic Team Assembly

Every professional is assigned based on specialized expertise aligned with RFP requirements, including geotechnical, right-of-way, environmental, public outreach, landscape architecture, and constructibility review. This targeted approach guarantees technical excellence and comprehensive coverage for all project elements.



SCOPE OF SERVICES



PROJECT UNDERSTANDING AND APPROACH TO ACCOMPLISHING THE WORK

BKF Engineers understands that the City of Turlock is advancing an ambitious and long-term Roads Program initiative designed to bring the City’s pavement network to a sustainable and high-performing condition. Through the passage of Measure L and Measure A, the City has secured a reliable funding foundation for roadway rehabilitation and reconstruction and has demonstrated strong leadership in its commitment to improving public infrastructure, mobility, and safety. BKF recognizes that the Roads Program is not a single project but an ongoing capital improvement effort requiring consistent delivery, efficient coordination, and a deep understanding of both technical design and funding compliance.

As part of this program, the City intends to deliver a broad range of projects varying in scale and complexity, from neighborhood pavement rehabilitation and ADA curb ramp upgrades to full-depth reconstruction, drainage, and complete street improvements. We understand that these projects must be designed in compliance standards and in alignment with Caltrans procedures to maintain eligibility for State funding sources. BKF’s team has extensive experience delivering roadway, pavement, and rehabilitation funded through Measure L, SB1, ATP, HSIP, and federal programs, and our team’s knowledge and requirements will ensure that each task is completed in full accordance with applicable standards, with City staff oversight.

Our approach emphasizes responsiveness, and efficiency in producing complete, bid-constructible PS&E packages. Glenn Armstrong serves as Project Manager and the City’s primary point of contact. Glenn will lead the BKF team in all aspects of each assignment from project initiation through construction. He will oversee the review of existing information including as-builts, geotechnical data, the City’s Active Transportation Plan, and the StreetSaver pavement management database to ensure that design decisions are grounded in accurate and current information. Glenn will conduct early coordination meetings with City staff to confirm project priorities, design criteria, and anticipated construction funding sources prior to design development and work with City staff to develop thoughtful and cost-effective design solutions.

BKF’s in-house survey team will perform topographic and boundary surveys as needed to establish accurate base mapping and right-of-way verification. Utility coordination will begin immediately after notice to proceed.



SCOPE OF SERVICES

Our team will notify utility companies and track responses to identify potential conflicts early in the process. Where projects involve work near the Union Pacific Railroad, BKF will manage coordination and approvals based on our extensive experience working with UPRR and BNSF on public roadway projects.

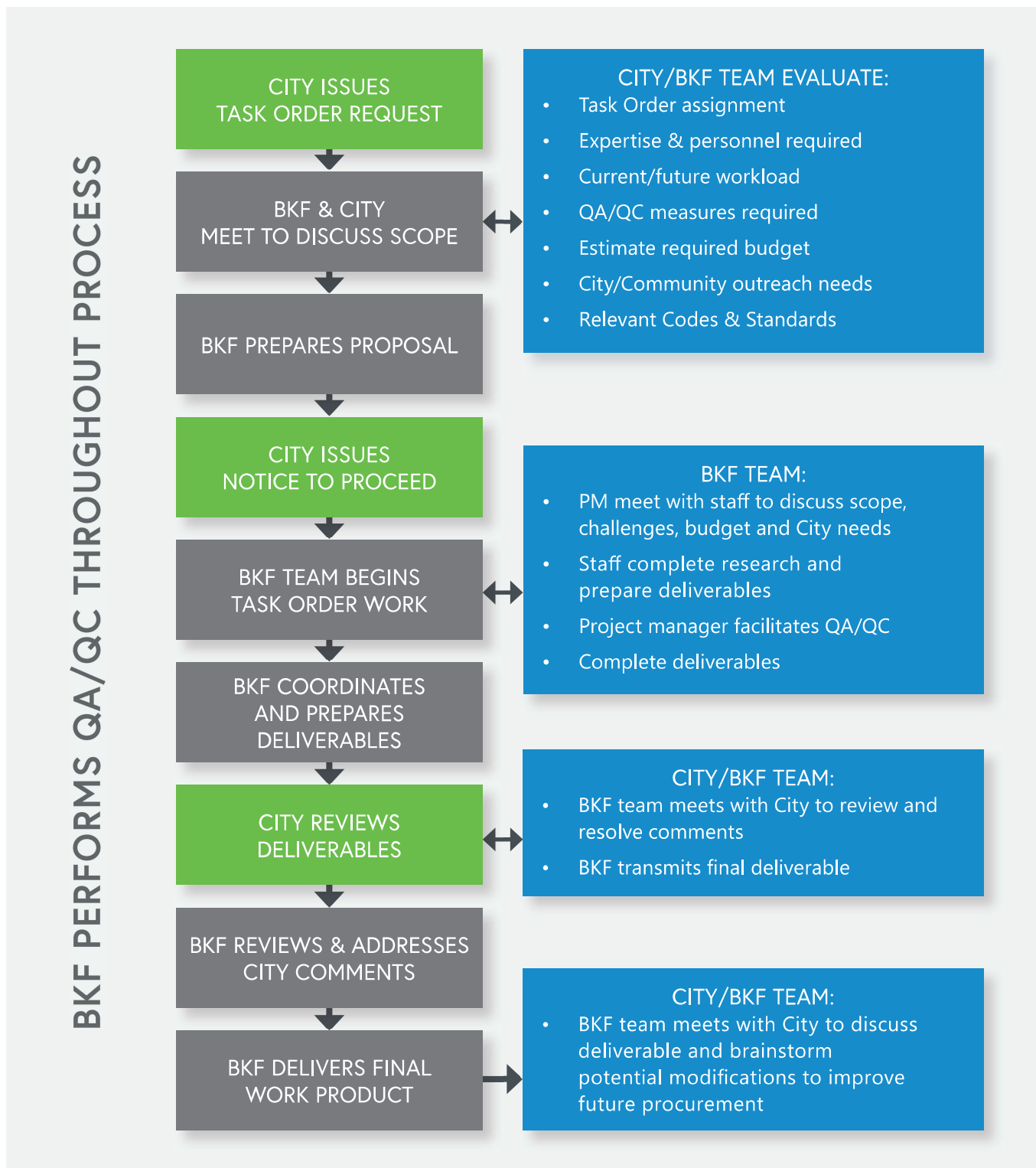
During design, BKF will prepare PS&E documents that conform to City standards, the latest Caltrans Standard Plans and Specifications, and the California MUTCD. Our team will incorporate plan sheets, details, drainage analysis, pavement recommendations, and ADA compliance elements in accordance with project-specific needs. Each submittal stage will be accompanied by a quality control certification signed by Glenn Armstrong and will include an itemized response matrix addressing all review comments. BKF typically employs a four-phase submittal process at 35, 65, 95 and 100 percent completion to ensure thoughtful design development with coordination touch points with the City to ensure the design meets the City's expectations.

BKF will continue to support the City through the bid and construction phases. Our staff will attend pre-bid meetings, respond to contractor RFIs, assist with bid tabulations, and provide design support services during construction. We will review submittals, assist with contract change orders, and prepare final as-built drawings upon completion.



SCOPE OF SERVICES

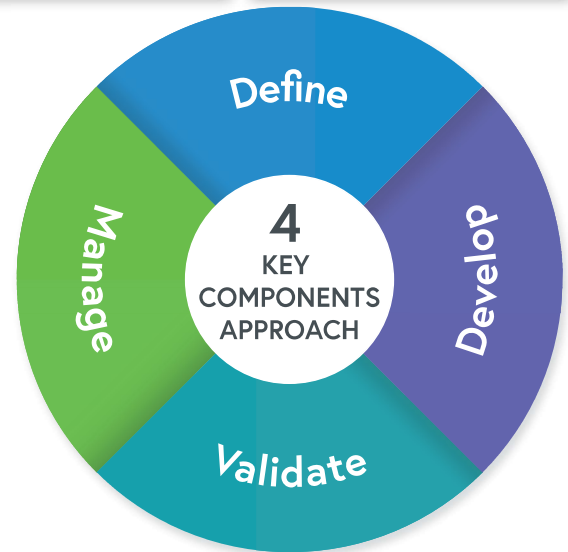
The below flow chart shows how tasks orders will be executed and projects delivered.



SCOPE OF SERVICES



BKF employs a consistent approach when implementing capital improvement projects, regardless of whether we lead the design efforts or oversee the overall process for the City. Although our approach is primarily aimed at designing CIP projects, the four steps remain applicable even when we manage the design work conducted by external consultants. In such instances, we customize our approach to align with the City's requirements, emphasizing effective project management and thorough validation of the design.



PHASE 1 – MANAGE THE PROCESS...

- Communication, status reporting, and check-in strategy
- Quality monitoring of team's work
- Review of project budget burn rate and scheduling
- Meet to review plans and progress of the work



PHASE 2 – DEFINE THE WORK PLAN...to establish goals

- Discuss project goals and identify stakeholders
- Determine background information
- Review site conditions in the field
- Develop detailed scope of work, level of effort, and schedule



PHASE 3 – DEVELOP ALTERNATIVES WITH OPTIONS...for cost/benefit analysis

- Validate existing conditions and constraints
- Determine and assess options and menu of costs
- Develop Basis of Design to document parameters
- Coordinate deliverables with team



PHASE 4 – VALIDATE IN COMPLETION...through outreach to stakeholders

- Dialogue with stakeholders (e.g. agencies or local interest groups)
- Provide PS&E submittals at agreed upon milestones
- Engage with the City in bidding the work
- Facilitate the construction and closeout of the project

APPROACH TO COST AND SCHEDULE CONTROL

- 1. Clear Communication**
 BKF brings strong design and management skills. As communication is fundamental to providing and obtaining clear direction, we have provided our project manager with a quality guide that aids day-to-day activities and communication of projects.
- 2. Work Plan that Establishes Level of Effort**
 Critical to developing and completing quality documents is establishing a thorough scope of work with a clear budget based on a forecast of the level of effort by individual. This focus will involve developing a reliable baseline cost estimate/budget that will serve as a yardstick against which future cost developments can be measured.
- 3. Monitor Costs Daily**
 As part of our monitoring process, we track the cost expended in each task versus the allocated budget. As timesheets are generally posted daily, we can track the burn rate on the budget quickly and adjust the staffing if needed.
- 4. Monthly Budget Check-In**
 Our project manager will perform a monthly check-in to compare the actual hours and work performed against the budget for both the scope of work completed to date and the burn rate on the budget completed to date. This helps to ensure that the task percent complete coincides with the task expenditures. The greatest ability to influence the total cost of a project (for both design and construction budgets) occurs during the early stages of PS&E development.
- 5. Cost Indicator**
 By tracking the percent complete of the tasks associated with the scope and comparing it to the burn rate of the budget we establish a Cost Indicator.
- 6. Schedule Indicator**
 The schedule provided can be tracked through Microsoft Project. Our team will update the schedule with the completion of each project phase and discuss the implications with the City. We will determine the anticipated schedule versus the actual schedule to establish a Schedule Indicator.
- 7. Indicator Variances**
 By tracking both the Cost and Schedule Indicators, we can determine if actions are needed to adjust the staffing level to meet both the budget as well as the schedule.
- 8. Managing Expectations**
 BKF will provide a Project Status Report to the City regarding schedule, costs and status updates. These PSRs will help inform the entire team as to how each project/task order is tracking on a biweekly basis.

QUALITY ASSURANCE AND QUALITY CONTROL APPROACH

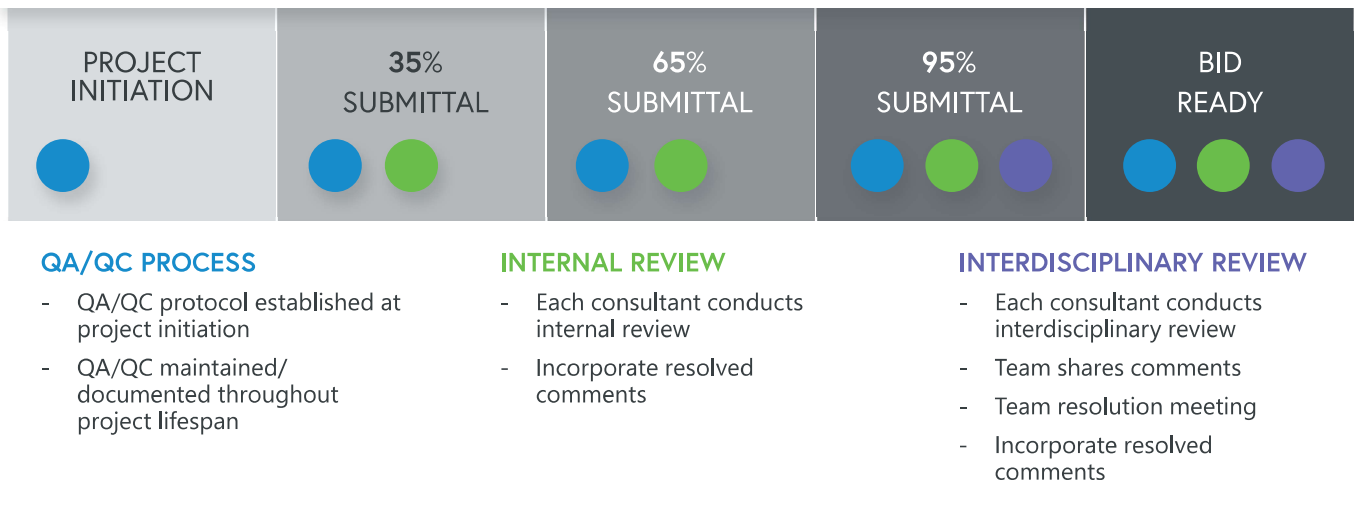
BKF’s Quality Assurance program roots itself on the premise that in order to achieve quality deliverables and a quality project, it must resonate throughout the design and documentation process. A well-defined work plan will integrate the design parameters and goals. These include great communication to ensure the plan is implemented, internal checklists to verify the results, and proactive construction support. Collectively, these principles facilitate successful projects. BKF has a proven track record of performing consulting services that develop projects of the highest quality. Our goal is to deliver innovative design solutions completed on schedule and within budget.

Quality is Enhanced by Internal QA/QC • Two weeks before any scheduled submittal, BKF will complete an internal review of our documents. As Project Manager, Glenn Armstrong will check the documents for errors, perform a constructability review, and suggest cost-saving alternatives. The documents will be corrected in the final week before the submittal. Jason Mansfield, as QA/QC Manager, will utilize BKF’s Quality Control Checklist as the basis for documenting his review. The design team also uses these.

BKF Quality Control Checklist • As part of the quality control process, BKF company-standard design checklists are utilized on every project to make sure all relevant design items are shown on the plans and that no surprises pop up in the design. Checklist items include critical construction items such as underground gravity pipe conflict checks, appropriate and accurate annotation of grades, plan and profile cross-checks, and sewer-water pipe clearances to meet state health requirements. Also, to ensure functional and readable plans, BKF uses checklists for generic items such as north arrows and scales, appropriate text heights, street names, etc. By keeping an eye on critical design items and applying close attention to detail to plans, BKF emphasizes its commitment to quality design services.

Quality is Construction Control • The final part of BKF’s Quality Assurance program is founded in the Construction Process. Through a proactive construction support approach, BKF helps to resolve field issues quickly. This “can do” approach typically leads to clear directives during construction with good communication, quick response time, and successful project completion.

QUALITY ASSURANCE / QUALITY CONTROL



SCOPE OF SERVICES

1. REVIEW OF EXISTING INFORMATION AND SITE VISIT

BKF will begin each task order with a comprehensive review of all existing project information to establish a clear understanding of current site conditions, design constraints, and available data. This early review will ensure that all subsequent design efforts are grounded in accurate and complete baseline information.

1.1 Data Collection and Review

BKF will obtain and evaluate all relevant background materials provided by the City, including but not limited to:

- Existing as-built drawings for roadway, utility, and drainage infrastructure;
- Geotechnical reports and pavement section data;
- Available traffic counts, speed surveys, and collision data;
- The City of Turlock's Active Transportation Plan and other applicable planning documents;
- Record maps, right-of-way plats, and any available survey data; and
- Previous project reports or environmental documents associated with the corridor

Each document will be reviewed for completeness, consistency, and applicability to the current project scope. BKF will compile a data inventory matrix summarizing all available information, identifying potential data gaps, and recommending supplemental investigations or field data collection as necessary.

1.2 Site Visit and Field Review

Following the initial document review, BKF will conduct a site visit with City staff to verify existing field conditions, assess roadway geometry, review pavement and drainage conditions, and confirm the presence and condition of pedestrian, bicycle, and ADA facilities. The field review will also include:

- Photographic documentation of key features and constraints;
- Verification of visible utilities, signing, striping, and surface drainage features;
- Assessment of access points, driveways, and adjacent land use impacts; and
- Identification of potential constructibility or staging considerations

Field notes and photographs will be incorporated into the project base mapping and used to support early design decisions and coordination with the City.

1.3 Kickoff Meeting and Data Validation

BKF will facilitate a project kickoff meeting with City staff to discuss the findings of the data review and field assessment. During this meeting, BKF will confirm project objectives, design standards, and performance criteria. A Data Review and Gap Matrix will be presented to document available resources, missing information, and proposed next steps for addressing deficiencies (such as additional survey, traffic counts, or geotechnical testing).

Deliverables:

- Data Review and Gap Matrix summarizing available information and recommendations;
- Field visit summary memorandum with photos and key observations;
- Meeting agenda, minutes, and action item log from kickoff meeting.

This structured and proactive review process ensures that each project begins with a well-documented foundation, reducing rework, improving coordination, and enabling an efficient and informed design process.

2. UTILITY NOTIFICATIONS AND COORDINATION

Immediately upon notice to proceed, BKF will begin the utility coordination services for the project in accordance with the standard A, B, and C utility notification process. The goal of this task is to identify all existing utility facilities within the project limits, minimize potential conflicts through proactive coordination, and facilitate any necessary relocation efforts efficiently and cost-effectively.

SCOPE OF SERVICES

As part of the “A” letter process, BKF will contact utility agencies and service providers within the project corridor to request facility maps, as-built drawings, and ownership information to establish a complete inventory of existing utilities. BKF understands the City’s Trench Moratorium requirements (TMC § 7-4-210) and each “A” letter developed for utility coordination will include reference to the City’s Trench Moratorium requirements to ensure the future roadway will not be disturbed for at least 3 years. During the “B” letter process, BKF will analyze potential conflicts between existing facilities and proposed improvements and notify each utility owner of any potential impacts. BKF will determine project liability for any required relocations based on documents provided by utility agencies and provide affected utility agencies with plan sheets showing the proposed design to assist in identifying areas of concern.

If utility relocations are determined to be necessary, BKF Engineers will initiate the “C” letter process in accordance with Caltrans Utility Relocation Procedures and coordinate closely with affected utility agencies throughout the design phase. Our team will provide project base maps, design data, and utility exhibits to facilitate each agency’s relocation design efforts. BKF will review the utility relocation plans prepared by the agencies to confirm that they are consistent with the proposed roadway design, project limits, and construction schedule. All Notices to Owners will be developed in coordination with the City and Caltrans to ensure procedural compliance and proper documentation of all utility involvement. This collaborative, early engagement approach minimizes risk of delay during construction and ensures that utility relocations are fully integrated into the overall project delivery strategy.

Based on site visits and existing utility information, it is assumed that utility relocations will be minimal, limited primarily to raising manholes and utility covers to finished grade. BKF’s approach emphasizes designing around existing utilities wherever feasible. All coordination activities, correspondence, and agency responses will be documented and shared with the County as part of monthly progress reporting to ensure transparency, alignment, and effective resolution of all utility-related issues throughout the design process.

Deliverables:

- A, B, C Letters
- Utility Coordination Log
- Notice to Owners for relocated utilities

3. RAILROAD COORDINATION

When project limits intersect or affect Union Pacific Railroad (UPRR) or Burlington Northern Santa Fe (BNSF) right-of-way, BKF Engineers will lead all coordination, documentation, and communication necessary to obtain required railroad and regulatory approvals. Our team brings extensive experience working directly with both railroads and the California Public Utilities Commission (CPUC), enabling us to streamline submittal processes and reduce potential schedule delays.

3.1. Railroad Coordination and Data Collection

BKF will begin by reviewing the project limits, identifying railroad right-of-way boundaries, existing utility crossings, and any known encroachments. The team will compile record maps, prior agreements (if any), and relevant design drawings for use in coordination. Early coordination will include:

- Contacting UPRR or BNSF to confirm assigned project manager and submittal protocols;
- Reviewing railroad design criteria, standard plan requirements, and flagging or insurance provisions;
- Preparing preliminary exhibits and layouts showing proposed improvements, crossings, or encroachments within railroad right-of-way; and
- Confirming whether GO-88-B approval will be required through the CPUC or if crossing improvements will trigger a new crossing application. A new crossing application has a much longer project processing duration

3.2. Pre-GO-88-B Coordination and Virtual Diagnostic Preparation

BKF will organize and lead a pre-GO-88-B coordination meeting (held virtually) to discuss the proposed project with the railroad, CPUC staff, and the City. The purpose of this meeting is to review the project design, confirm scope of work within the railroad right-of-way, and outline expectations for the upcoming field diagnostic.

During the virtual meeting, BKF will:

- Present design drawings, crossing layouts, and relevant plan sheets;
- Review project logistics including schedule, site access, and required safety measures;
- Establish ground rules for the field diagnostic, including participation roles, safety requirements, and documentation needs;
- Document meeting outcomes and action items for distribution to all attendees

3.3. Field Diagnostic Meeting and GO-88-B Application Development

Following the virtual coordination session, BKF will coordinate and lead the field diagnostic meeting with UPRR/ BNSF, CPUC, and the City. BKF will prepare a meeting agenda, sign-in sheet, and field exhibits and will document key observations and agency comments for inclusion in the GO-88-B application.

Specific responsibilities will include:

- Scheduling the diagnostic meeting and coordinating field access with railroad representatives;
- Leading on-site discussions of proposed improvements, crossings, and safety features;
- Verifying signal, signage, and warning device needs with CPUC staff;
- Documenting all technical and procedural comments for subsequent design adjustments;
- Preparing a Field Diagnostic Summary Memorandum summarizing findings and next steps.

Using the information gathered, BKF will prepare a draft GO-88-B package for CPUC submittal. This will include the required application form, vicinity and crossing maps, plan and profile sheets, and the field diagnostic summary. BKF will coordinate with the City for signature and submittal to CPUC and will track review progress through approval.

3.4. Railroad Encroachment Review and Utility Crossings

In parallel with the GO-88-B process, BKF will support the preparation and submittal of railroad encroachment permit applications for any work occurring within or adjacent to railroad right-of-way. This will include:

- Coordination with utility companies regarding existing or proposed utility crossings;
- Review of utility relocation drawings for compliance with railroad design criteria;
- Preparation of plan and profile exhibits for railroad review; and
- Coordination of insurance, indemnification, and flagging requirements with the City and contractor

Deliverables:

- Pre-GO-88-B Virtual Meeting Presentation and Agenda
- Field Diagnostic Agenda, Sign-In Sheet, and Summary Memorandum
- Draft and Final GO-88-B Application Package (PDF and editable formats)
- Railroad Encroachment Permit Submittal Package
- Utility Crossing Coordination Summary and Correspondence Log

4. FIELD SURVEY AND RIGHT-OF-WAY VERIFICATION

BKF will perform a detailed field survey and right-of-way (ROW) verification to establish accurate base mapping for project design. Our in-house Survey Department, equipped with state-of-the-art terrestrial survey technologies, will collect, process, and deliver all mapping in AutoCAD Civil 3D format consistent with City of Turlock standards.

4.1 Survey Control and Base Mapping

BKF will establish a project control network tied to California Coordinate System, Zone 3 (NAD83) and NAVD88 vertical datum, ensuring full compatibility with City GIS and record mapping systems. Horizontal and vertical control will be established using a combination of Global Navigation Satellite System (GNSS) and total station observations.

Our survey team will collect all relevant topographic features within the project limits including edge of pavement, curb and gutter, sidewalk, driveways, ADA ramps, drainage structures, visible utilities, striping, and surface improvements. Survey data will be processed and compiled into an accurate and detailed topographic base map suitable for engineering design and right-of-way verification.

Where feasible, BKF may utilize aerial LiDAR technology to efficiently capture large areas and reduce field time and overall costs. The aerial data will be supplemented with ground-based topographic surveys in critical areas (such as intersections, crossings, and ADA facilities) to ensure precision. The final mapping will be seamlessly integrated into a Civil 3D base file, enabling data sharing and cross-discipline coordination.

4.2. Boundary and Right-of-Way Verification

BKF's licensed surveyors will conduct a thorough boundary and right-of-way evaluation for each project segment. This will include research of existing record maps, deeds, assessor parcel data, and right-of-way dedications from prior roadway projects or subdivision documents. Using this data, BKF will:

- Confirm and delineate public right-of-way (ROW) limits;
- Identify potential gaps or overlaps in ownership;
- Verify easements, encroachments, or private access points affecting the project; and
- Establish monumentation to define and preserve the surveyed ROW boundaries

BKF's ROW specialists will assist in the preparation of right-of-entry agreements and temporary construction easements (TCEs), if access to private property is needed for field survey or construction activities. All right-of-way documentation will be compiled in a Right-of-Way Verification Memorandum, supported by maps and field sketches.

4.3. Monument Preservation and ADA Verification

All existing survey monuments, including centerline, right-of-way, and boundary monuments, will be located, referenced, and preserved in accordance with California Business and Professions Code Section 8771. BKF will coordinate with the City prior to construction to ensure that monuments disturbed during future improvements are referenced for replacement or perpetuation.

During the field survey, BKF will collect detailed data for ADA compliance verification, including cross slopes, ramp grades, landing dimensions, and curb heights. These measurements will support ADA transition planning and design of compliant pedestrian facilities as part of the PS&E development.

4.4. Record of Survey

If discrepancies in right-of-way boundaries, monumentation, or record data are identified, BKF will prepare a Record of Survey (ROS) for filing with the Stanislaus County Surveyor's Office in accordance with Sections 8762–8771 of the Professional Land Surveyors Act.

This subtask will include:

- Title review and deed research for affected parcels;
- Preparation of Record of Survey mapping showing found and set monuments, right-of-way lines, easements, and adjoining parcel information;
- Submittal to the County Surveyor for review and filing; and
- Response to any County review comments through final acceptance and recording

The Record of Survey will serve as a permanent public record of right-of-way verification and monument preservation for the project area.

Deliverables:

- Project Control Summary Report (horizontal/vertical datum and control points)
- Topographic Base Map in AutoCAD Civil 3D and PDF format
- Right-of-Way Verification Memorandum with annotated exhibits
- Monument Preservation Report (as required)
- ADA Field Data Summary documenting existing conditions
- Record of Survey (if required) – final signed and recorded copy

5. SUBSURFACE INVESTIGATIONS AND PAVEMENT TREATMENT RECOMMENDATIONS

BKF in collaboration with our geotechnical subconsultant, will perform a detailed pavement and subgrade evaluation to support the development of cost-effective and durable pavement rehabilitation strategies consistent with the City's maintenance goals and StreetSaver Pavement Management System data. The investigation will confirm existing pavement structure, evaluate subgrade strength, and identify the most appropriate pavement treatment for each roadway segment.

5.1. Field Investigation and Pavement Coring

Our geotechnical subconsultant will conduct field coring and sampling at representative locations throughout the project limits. Coring will be used to determine:

- Pavement structure (asphalt, base, and subbase thickness);
- Subgrade soil type and condition; and
- Moisture and distress patterns indicative of structural failure

BKF and the geotechnical team will perform a site visit to visually inspect the pavement surface and document signs of distress such as cracking, rutting, or raveling. Core locations will be selected based on field observations, roadway classification, and existing pavement management data to ensure representative sampling. Testing will conform to Caltrans and ASTM standards, and samples will be returned to the laboratory for evaluation of:

- Asphalt and base material composition;
- Subgrade R-value, moisture, and density;
- Structural section uniformity and variability.

5.2. Optional Subtask – Ground Penetrating Radar (GPR) Survey

To improve efficiency and minimize coring costs, BKF can supplement the field investigation with a Ground Penetrating Radar (GPR) survey. This non-destructive method provides continuous pavement thickness data along the corridor and helps identify areas of structural weakness or variable section depth between core points.

When performed, the GPR survey will include:

- Collection of high-resolution subsurface data along project limits;
- Correlation of GPR results with physical core samples to confirm accuracy;
- Development of pavement thickness contour maps showing structural variability; and
- Integration of results into BKF's AutoCAD Civil 3D base mapping for use in rehabilitation design.

Use of GPR can significantly reduce the number of cores required, providing a cost-effective approach for projects with longer roadway segments or limited coring access.

5.3. Laboratory Analysis and Evaluation

Laboratory testing results will be used to characterize existing pavement structure and subgrade support. BKF and our geotechnical subconsultant will analyze this data to evaluate rehabilitation methods that balance long-term performance with available funding. Alternatives to be considered include:

- Full-Depth Reclamation (FDR) with cement or foamed asphalt stabilization;
- Cold-In-Place Recycling (CIR) or pulverization with overlay;
- HMA overlay or mill-and-fill sections; and
- Localized dig-outs or patching where isolated failures exist

Each option will be assessed in terms of service life, constructibility, cost, and compatibility with the City's pavement management priorities.

5.4. Pavement Recommendations and Cost Evaluation

BKF will develop pavement treatment recommendations based on the field and laboratory results, incorporating StreetSaver data and expected traffic volumes. Recommendations will include:

- Pavement section alternatives and thicknesses;
- Cost comparison of FDR versus HMA overlay or other rehabilitation strategies;
- Recommended treatment boundaries by segment; and
- Anticipated design life for each alternative

BKF will prepare a Pavement Evaluation Memorandum summarizing findings, analysis, and recommendations.

Deliverables:

- Pavement Evaluation Memorandum (PDF and editable format);
- Core logs and laboratory test summaries;
- Plan exhibit showing sampling and GPR locations;
- Pavement section comparison table with cost and design life estimates; and
- GPR report and contour mapping (if performed)

6. DESIGN DEVELOPMENT AND PS&E PREPARATION

BKF will prepare complete, biddable, and constructible Plans, Specifications, and Estimates (PS&E) in accordance with City of Turlock standards, AASHTO's Greenbook, Caltrans Standard Plans and Specifications, and the California Manual on Uniform Traffic Control Devices (CA MUTCD). The PS&E package will be developed through four progressive submittal milestones at 35%, 65%, 95%, and Final completion. Each milestone will include a Design Summary Memorandum, cost estimate, specification outline, and QA/QC certification signed by the Project Manager.

6.1. 35% Design Development

The 35% submittal will define the project's overall design framework and confirm key geometric, drainage, and constructability parameters.

BKF will prepare:

- Title Sheet and Index of Drawings;
- Typical Cross Sections based on existing and proposed roadway geometry;
- Plan and Profile Sheets showing proposed horizontal and vertical alignments;
- Layout Drawings delineating roadway limits, intersections, and design features;
- Survey Control Sheet showing local horizontal and vertical control points; and
- Preliminary Drainage Concept Plan showing major flow paths and inlet/outlet locations

An Engineer's Estimate will be prepared in Caltrans Standard 11-page format. The 35% submittal will be accompanied by a Design Summary Memorandum documenting assumptions, design standards, and key decisions. This submittal will serve as the basis for City review and early utility coordination.

6.2. 65% PS&E Submittal

The 65% submittal will build upon the approved 35% design and include expanded technical detail necessary for comprehensive City review.

The 65% plans will include:

- Utility Plan, identifying existing and proposed utilities, conflicts, and relocations;
- Drainage Plans and Profiles, including preliminary storm drain sizing and connections;
- Water Pollution Control Plan (WPCP) consistent with Construction General Permit requirements;
- Construction Detail Sheets, including ADA curb ramp design and other site-specific details;
- Signing and Striping Plans in accordance with CA MUTCD;
- Stage Construction and Traffic Detour Plans, identifying sequencing and temporary traffic control;
- Survey Control Sheet, refined to show ties to permanent control monuments; and
- Summary of Quantities Sheet identifying bid item quantities

A Specifications Outline will be developed listing anticipated technical specifications to be incorporated into the City's standard boilerplate. A detailed Engineer's Estimate will be prepared using Caltrans Cost Database unit rates and recent local bid pricing.

All City comments from the 35% review will be documented in a Comment Response Matrix (CRM). Each comment will include BKF's response and proposed resolution. Unresolved items will be discussed during a City-BKF review meeting to confirm design direction before progressing to the 95% milestone.

6.3. 95% PS&E Submittal

The 95% submittal will present a nearly complete PS&E package ready for final review and approval. This version will incorporate all previous review comments and coordination outcomes, including final utility and drainage designs.

The Final PS&E submittal will include:

- Finalized roadway geometry, drainage, and utility layouts;
- Completed construction details including ADA-compliant curb ramps, pavement transitions, and intersection improvements;
- Final signing, striping, and staging plans; and
- Fully developed technical specifications integrated with the City's standard contract boilerplate

A comprehensive cost estimate will be provided, updated with refined quantities and current market unit prices. The 95% submittal will also include a QA/QC Certification signed by Glenn Armstrong, confirming the completion of internal peer review.

A Comment Response Matrix from the 65% review will be updated to reflect all final resolutions, and a final coordination meeting with City staff will be conducted to address any outstanding items prior to final submittal.

6.4. Final PS&E Submittal

The Final PS&E submittal will incorporate all approved revisions from the 95% review and will be fully ready for bidding and construction.

Deliverables:

- Signed and stamped plan set by a licensed California Civil Engineer;
- Final Technical Specifications, incorporating City boilerplate and special provisions;
- Final Engineer's Estimate
- Final Comment Response Matrix, documenting full resolution of all City comments; and
- Design Summary Memorandum summarizing key design changes, quantities, and final coordination outcomes

BKF will participate in a final review meeting with the City to ensure all deliverables meet City standards, design intent, and constructability requirements prior to advertisement.

6.5. Quality Assurance and Document Control

BKF's Quality Assurance/Quality Control (QA/QC) process will be applied at every milestone submittal. Each package will undergo peer review by senior technical staff to confirm compliance with applicable City, Caltrans, and industry standards.

The QA/QC Certification will be signed by the Project Manager and included with each submittal.

BKF will maintain a comment tracking log throughout the design phase to ensure full traceability of City feedback and responses. A Comment Response Meeting will be scheduled after each major submittal to review and confirm resolution of comments requiring clarification or design justification.

Deliverables:

- 35%, 65%, 95%, and Final PS&E Packages (PDF and AutoCAD formats)
- Design Summary Memoranda
- Cost Estimates
- Specifications Outline and Final Technical Specifications
- QA/QC Certification Forms (signed by Project Manager)
- Comment Response Matrix (updated at each milestone)
- Meeting agendas, minutes, and coordination logs

7.1. Pre-Bid Conference and Contractor Outreach

BKF will attend and support the City during the pre-bid meeting to present the technical aspects of the project to prospective bidders, respond to clarifying questions, and document meeting minutes.

Tasks will include:

- Preparing technical materials or exhibits for discussion during the pre-bid meeting;
- Attending the conference (in person or virtual, as directed by the City);
- Providing responses to contractor and supplier questions raised during the meeting; and
- Preparing and distributing meeting notes and a summary of discussion points to all attendees via the City's procurement process.

7.2. Contractor Inquiries and Addenda

During the active bidding period, BKF will assist the City in responding bidder inquiries and preparing addenda as needed to clarify plans, specifications, or quantities.

BKF's responsibilities will include:

- Reviewing each contractor question (RFI) and coordinating with City staff to develop a clear, accurate response;
- Drafting formal written responses suitable for public distribution;
- Preparing addenda documents (plans, specifications, and estimate revisions) with tracked changes for City review prior to issuance;
- Maintaining a Bidder Inquiry Log to track all requests, responses, and addendum references; and
- Ensuring that all issued addenda are incorporated into the final bid set.

All responses and addenda will be reviewed for consistency with Caltrans Local Assistance Procedures Manual (LAPM) requirements and City procurement standards to maintain transparency and fairness.

7.3. Bid Opening Support and Analysis

Following bid opening, BKF will assist the City in reviewing and analyzing the bids received. This effort will include:

- Preparing a Bid Tabulation Summary comparing unit prices, quantities, and total bid amounts;
- Evaluating for arithmetic accuracy, unbalanced bids, or apparent irregularities;
- Reviewing bidder compliance with technical and administrative requirements; and
- Coordinating with City staff to confirm apparent low bidder eligibility and responsiveness.

BKF will document all findings and provide the City with a Bid Analysis Memorandum summarizing the bid results, clarifications, and any anomalies observed during the review process.

7.4. Award Recommendation Support

Based on the bid evaluation, BKF will assist the City in developing a recommendation for award consistent with City procedures and applicable State and Federal procurement requirements.

Tasks will include:

- Providing documentation supporting the award recommendation (bid tabulation, RFI log, addenda summary, and analysis memo);
- Assisting in preparation of City Council staff reports or supporting materials (if requested); and
- Updating the PS&E record drawings to reflect any modifications made during the addendum process for the official bid record

Deliverables:

- Pre-Bid Conference Agenda, Presentation Materials, and Meeting Minutes
- Bidder Inquiry and Addendum Log (updated throughout bid period)
- Addenda Packages (plans, specifications, and estimate revisions)
- Bid Tabulation Spreadsheet and Summary Memorandum
- Bid Analysis and Award Recommendation Memorandum
- Final Bid Record Documentation for City files

SCOPE OF SERVICES

BKF's bid-phase support will ensure that all pre-award activities are conducted in a compliant, transparent, and efficient manner, minimizing procurement delays and ensuring the City can proceed confidently to award. BKF's familiarity with Caltrans LAPM procurement procedures and local agency contracting requirements provides the City with assurance that all actions taken during the bid phase are consistent with State and Federal standards.

8. CONSTRUCTION SUPPORT SERVICES

BKF will provide design support during construction to ensure that the project is built in accordance with the approved design intent, City standards, and contract documents. Our team will respond promptly to contractor requests, review submittals for conformance with the PS&E package, and assist City construction management and inspection staff with design-related questions and field coordination.

BKF's role during construction is to act as an extension of the City's engineering team, providing timely, accurate, and coordinated design support to minimize construction delays, resolve conflicts, and ensure design integrity is maintained through project completion.

8.1. Submittal Review

BKF will review and comment on construction submittals and shop drawings for consistency with the approved plans and specifications. Submittal reviews may include materials, mix designs, traffic control plans, ADA ramp details, or other items requiring design verification.

Tasks include:

- Logging and tracking all contractor submittals through a submittal control log;
- Reviewing each submittal for design compliance, accuracy, and constructability;
- Providing written comments or approvals in accordance with project timelines;
- Coordinating with City inspectors to confirm field acceptance of materials and details; and
- Returning all reviewed documents with clear status indicators ("Approved," "Revise and Resubmit," or "Rejected")

8.2. Requests for Information (RFI)

BKF will respond RFIs during construction. Responses will be coordinated with the City to ensure consistent direction and accurate field implementation.

Services will include:

- Reviewing each RFI for design, constructability, or field condition relevance;
- Issuing written responses that provide clear design clarification or direction;
- Maintaining an RFI Log to track issue dates, responses, and resolution status; and
- Attending coordination meetings (virtual or on-site, as needed) to resolve recurring or complex questions.

All RFI responses will be issued in writing to maintain a clear project record and protect the City's interests.

8.3. Change Order Assistance (CCO)

BKF will assist the City in evaluating Contract Change Orders (CCOs) resulting from field conditions, project variabilities, or contractor-proposed modifications.

Tasks will include:

- Reviewing change order requests for design validity, cost implications, and schedule impacts;
- Assisting City inspectors in determining whether proposed changes are justified or necessary;
- Providing revised drawings or details as needed to document approved changes;
- Preparing engineer's opinions of cost or quantity adjustments for CCO evaluation; and
- Ensuring approved change orders maintain compliance with design intent and applicable standards

8.4 Field Meetings and Coordination

BKF will participate in field meetings with City staff, inspectors, and the contractor as needed to discuss construction progress, clarify design intent, and address field issues. Typical involvement includes:

- Attending the pre-construction meeting and periodic coordination meetings;
- Performing site visits at key construction milestones to observe conformance with design intent;
- Preparing brief field reports documenting observations, discussions, and action items; and
- Providing follow-up technical guidance as necessary

Deliverables:

- Submittal Review Log and Written Review Comments
- RFI Log with Responses and Resolution Tracking
- Change Order Evaluation Summaries
- Field Meeting Agendas and Minutes

BKF's construction support services ensure responsive, hands-on engineering involvement throughout the construction process. Our team's direct familiarity with the design, combined with extensive experience supporting Caltrans and locally funded projects, allows us to provide timely technical input, minimize field conflicts, and maintain both project quality and schedule through final acceptance.

9. AS-BUILT PREPARATION

Following construction, BKF will prepare record drawings (as-builts) based on contractor redlines and verified field information provided by the City and inspection staff. These will document all constructed conditions and design modifications made during the project.

Deliverables:

- Digital AutoCAD and PDF files reflecting final built conditions;
- Notation of all CCO-related design changes; and
- Transmittal of the final as-built package for City records

10. GRANT FUNDING

BKF will assist the City in identifying, pursuing, and managing grant funding opportunities that support both project development and construction. Our in-house funding specialists have extensive experience working with State and Federal grant programs and will provide the City with a complete framework for selecting and managing the most viable funding strategies for the project.

10.1. Funding Options Memorandum

BKF will begin by preparing a Funding Options Memorandum summarizing available and upcoming funding opportunities that align with the project's scope, schedule, and eligibility. This memorandum will include a list of programs such as the Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP), Trade Corridor Enhancement Program (TCEP), Local Partnership Program (LPP), and relevant SB 1 and Federal programs.

The Funding Options Memorandum will include:

- A summary of eligibility requirements for each program
- Matching fund and timing considerations
- Example scoring criteria and competitiveness factors
- Recommended funding strategy and phasing approach for design and construction

The document will provide a clear comparison of potential sources and identify which programs best align with the project's objectives and readiness.

10.2. Funding Workshop and Strategy Discussion

Following delivery of the Funding Options Memorandum, BKF will facilitate a Funding Workshop with City staff to review the memorandum and discuss potential application strategies. The workshop will allow the City to ask detailed questions, prioritize preferred programs, and define next steps for upcoming application cycles.

During this session, BKF's funding specialists will:

- Present the Funding Options Memorandum in a clear and interactive format
- Discuss timing and deadlines for specific grant programs
- Review local match considerations and eligibility
- Identify coordination needs with Caltrans, StanCOG, or other regional partners

Meeting materials, presentations, and minutes will be provided following the workshop for City records.

10.3. Grant Application Preparation and Submittal

Once the City identifies target programs, BKF's in-house funding team will take the lead in preparing grant applications for design and construction funding. BKF's services will include:

- Preparing complete grant narratives, maps, and exhibits
- Coordinating technical documentation such as cost estimates, CEQA/NEPA status, and design readiness
- Developing support letters from partner agencies and stakeholders
- Completing all required online forms and submittal materials for the selected funding program

BKF's team will ensure that each application fully complies with applicable funding guidelines and evaluation criteria and presents a clear, compelling case for project need and benefits.

10.4. Grant Tracking and Compliance Management

BKF can also assist the City in managing grant compliance and reporting requirements once funding is awarded. This includes maintaining a detailed funding log that tracks progress, deadlines, and deliverable requirements for each active grant. BKF will support the City with:

- Quarterly and annual reporting
- Preparation of reimbursement documentation
- Coordination with Caltrans Local Assistance for E-76 processing
- Review of expenditure eligibility to maintain compliance with program rules
- Assistance with post-award audits or reporting requirements

This service ensures that the City remains fully compliant with the requirements of each funding source while maintaining clear, organized documentation for audit and reimbursement purposes.

Deliverables:

- Funding Options Memorandum summarizing eligible programs and recommendations
- Funding Workshop materials including presentation slides and meeting summary
- Completed Grant Application packages ready for City submittal
- Grant Tracking and Compliance Log (if applicable)

11. PUBLIC OUTREACH SUPPORT

BKF and our subconsultant will provide public outreach support to help the City engage residents, businesses, and stakeholders in understanding the purpose and benefits of the project. Outreach services may include:

- Preparation of informational mailers, flyers, and digital content for community distribution
- Coordination of public meetings or workshops
- Preparation of display boards and PowerPoint presentations for community events
- Summarizing public feedback and coordinating responses for inclusion in future grant applications

Public engagement will be integrated with funding activities where community support enhances competitiveness for grant scoring.

12. PROJECT WEBSITE

BKF will assist the City in developing and maintaining a project-specific website that serves as a central platform for sharing information, promoting transparency, and engaging the public throughout all phases of the project. The website will provide clear and accessible communication regarding project purpose, schedule, status, and community benefits.

12.1. Website Framework and Content Planning

BKF will collaborate with the City's Public Information Officer or designated communications staff to establish the overall structure and functionality of the project webpage. This effort will include:

- Defining page layout, navigation, and visual elements consistent with City branding guidelines
- Identifying key content sections such as Project Overview, Purpose and Need, Schedule and Milestones, Project Updates, and Community Resources
- Developing an initial content plan and messaging framework that aligns with City communication objectives and public engagement strategies

BKF will also provide guidance on selecting images, graphics, and visual aids that support public understanding of the project's purpose and benefits.

12.2. Content Development and Messaging

BKF will assist in developing clear, concise, and community-focused messaging that communicates the need for the project, the benefits to the community, and the current status of design or construction. Typical content will include:

- A project overview describing the purpose, funding, and local benefits
- Key project milestones and anticipated schedule updates
- Maps, diagrams, and renderings to illustrate proposed improvements
- Safety and access information during construction phases
- Contact information and links for stakeholders and residents seeking more details

All materials will be written in plain, accessible language to reach a broad audience while maintaining technical accuracy.

12.3. Project Updates and News Posts

BKF will support the City in developing regular project updates to keep residents informed of progress, upcoming milestones, and public meeting opportunities. This will include drafting and editing short update articles, construction alerts, and frequently asked questions. Updates can be scheduled monthly, quarterly, or aligned with major milestones such as design completion, bid advertisement, and construction start.

12.4. Resource and Document Management

BKF will assist in organizing project resources and reference materials to ensure visitors can easily find key information. This may include:

- Uploading environmental documents, meeting materials, and newsletters
- Providing links to related City programs, regional transportation initiatives, or funding sources
- Coordinating with the City's IT or communications team to ensure that documents are accessible and compliant with web accessibility standards (ADA Section 508)

12.5. Maintenance and Support

Throughout the life of the project, BKF will continue to support the City in maintaining and updating the project website. This includes providing updated maps, images, and milestone summaries as design and construction progress. BKF will also assist in reviewing web analytics, if available, to gauge public engagement and recommend improvements to content delivery.

Deliverables:

- Website structure and content plan
- Draft and final project overview text and key messaging
- Project schedule graphic and milestone summary
- Up to five content updates or news posts prepared during project life
- Resource library organization and document upload support
- Quarterly coordination meeting or email check-in with City staff for content review

The project website will serve as a public-facing communication tool that builds community trust, improves understanding of project goals, and provides an easy way for residents to stay informed. BKF's communication and outreach experience ensures the website content will remain accurate, up to date, and reflective of the City's vision for the project.

OTHER TASKS NECESSARY FOR PROJECT DELIVERY:

Project Management and Coordination

BKF's approach emphasizes clear communication and accountability. Each task order will include:

- Monthly progress meetings with the City in person or virtually, based on the City's preference
- Monthly invoicing with an updated task-order schedule
- Subconsultant coordination and task tracking
- A live risk register updated at each milestone

Our strong local presence and relationships across the Central Valley ensure the ability to mobilize quickly, respond to field conditions, and maintain project momentum.

VALUE-ADDED CAPABILITIES

- Caltrans/Local Assistance Expertise: Over 50 years of PS&E delivery under State and Federal funding programs
- Full-Service Delivery: Survey, ROW, drainage, traffic, and electrical design in-house
- Proven Cost Efficiency: Reduced submittal framework saves time and controls annual on-call contract limits
- Responsive Staff: Multiple offices within driving distance of Turlock (Stockton, Modesto, and Sacramento)

RELATED EXPERIENCE



RELATED EXPERIENCE

BKF offers proven expertise in planning, designing, and delivering roadway enhancements as part of municipal Capital Improvement Programs (CIP) across California. Our team has led transformative projects, including corridor upgrades, pavement rehabilitation, and complete street initiatives that improve safety and accessibility for all modes of travel. We handle everything from intersection improvements and utility undergrounding to ADA-compliant pedestrian pathways, traffic signal upgrades, and stormwater management. By blending technical precision with proactive stakeholder coordination and community engagement, BKF ensures projects are completed on time and within budget. Our innovative, cost-conscious approach helps cities achieve sustainable infrastructure goals and long-term mobility solutions.

Below are some of the cities we've had the privilege of partnering with on similar projects:

- Modesto
- Manteca
- Stockton
- Oakley
- Danville
- San Ramon
- Diablo
- Castro Valley
- Hayward
- San Lorenzo
- Union City
- Oakland
- Alameda
- Albany
- San Carlos
- Redwood City
- Menlo Park
- Cupertino
- Sunnyvale
- Santa Clara
- San Jose
- Concord
- Martinez
- Hercules
- Moraga
- Petaluma
- Novato
- San Rafael
- Sausalito
- San Francisco
- Santa Rosa
- Sonoma County
- Marin County

The following pages provide a detailed overview of the below comparable projects:

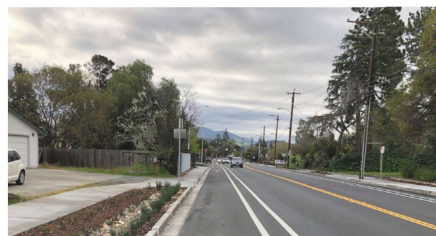
CITY OF RICHMOND

On-Call Program and Design Services



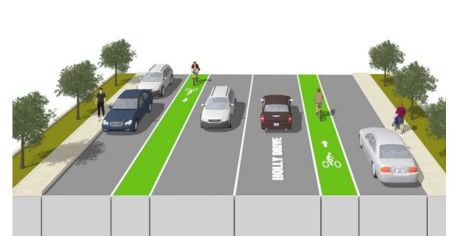
CITY OF CONCORD

On-Call and Capitol Improvement Projects



CITY OF TRACY

Tracy Holly Drive Roadway Improvements

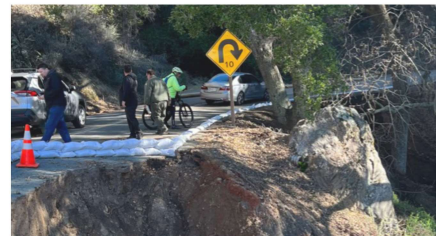


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CALIFORNIA STATE PARKS

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Civil and Survey Services





CITY OF RICHMOND ON-CALL PROGRAM AND DESIGN SERVICES

Richmond, CA

Since 2010, BKF has partnered with the City of Richmond under an ongoing on-call contract to provide program management, construction management, and design services for a wide range of civil infrastructure, building, and park improvements. Our work spans numerous high-impact projects, including pavement rehabilitation and signal upgrades on 23rd Street and Cutting Boulevard, totaling \$600K in construction value; prioritization of street repairs using pavement condition index data; and design enhancements for eight school sites through the Safer Routes to Schools program, featuring bulb-outs, raised crosswalks, and coordination with WCCUSD and emergency services. BKF also supported right-of-way certification and technical studies to secure E-76 bidding authorization and conducted stormwater discharge assessments for industrial properties, recommending rerouting to municipal facilities to mitigate wet-weather flow impacts.

Under this active contract, BKF is currently delivering curb ramp design services across Richmond's urban grid. In the past year alone, we designed ninety ramps at locations with challenging slopes, limited right-of-way, uneven roadway crowns, aging surface features, and dense utility conflicts. Our team resolved each site without private property impacts by tailoring ramp geometry, drainage, and curb lines to meet accessibility standards and avoid costly utility relocations. Where standard ramp types were not feasible, we developed custom layouts to maintain smooth, accessible paths of travel. Our approach combines thorough site visits, precise measurements, and detailed plan preparation with cost reviews and construction support. The result: ninety ramps delivered in one year, zero private property encroachments, and consistent ADA compliance, demonstrating BKF's ability to manage complex conditions while improving accessibility throughout Richmond's neighborhoods.

PROJECT DATES

2010-On-Going
(On schedule and budget)

KEY PERSONNEL

Dan Schaefer - PIC
Blake Golding - PM

REFERENCE

Tawfic Halaby, PE
Deputy Director
of Public Works
Operations &
Maintenance
City of Richmond
450 Civic Center
Plaza, Richmond,
CA 94804
510.620.5482
tawfic_halaby@
ci.richmond.ca.us



CITY OF CONCORD ON-CALL AND CAPITOL IMPROVEMENT PROJECTS

Concord, CA

FARM BUREAU ROAD IMPROVEMENTS

The project involved Safe Route to School and Complete Streets upgrades along a 1-mile stretch of Farm Bureau Road. The final design included new sidewalks, Class II bike lanes, FDR pavement rehab for a 15-20 year lifespan, ADA access, street lighting, bioretention swales, on-street parking, and utility relocations. BKF handled public outreach, workshops, PS&E preparation, and bidding support.

GRANT/EAST STREETS PAVEMENT REHABILITATION

BKF provided overall project management and design services improving for the mile-long Grant/East Streets Pavement Rehabilitation project. Drone technology was utilized to provide aerial topographic survey. The project required encroachment permitting with Caltrans along with enhanced traffic control to maintain access for emergency vehicles to hospital facilities within the project limits.

TREAT BOULEVARD PAVEMENT REHABILITATION

BKF is rehabilitating Treat Boulevard's pavement from Walnut Creek to Clayton Road, including curb ramp upgrades, concrete repairs, utility adjustments, green infrastructure evaluation, and signage/stripping. Using GPR technology, deflection testing, and corings, the team is optimizing pavement solutions. BKF is also conducting a Complete Streets study to enhance multimodal access.

DOWNTOWN SEWER REHABILITATION

BKF is providing wastewater/sanitary sewer rehabilitation services for multiple streets near downtown. The work includes video inspection and options analysis along with utility locating. Once completed, a method for sewer rehabilitation will be identified and the PS&E will be prepared for bid and construction.

PROJECT DATES

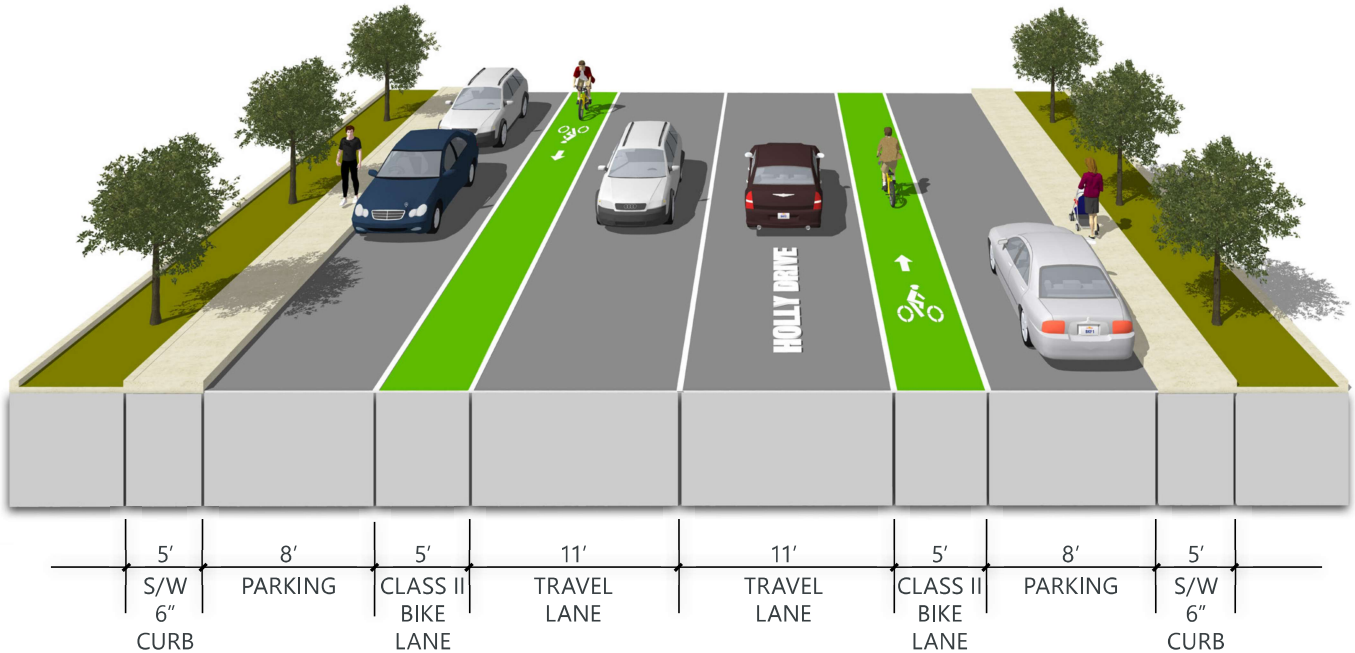
Various (On-Going)
(On schedule and budget)

KEY PERSONNEL

Dan Schaefer - PIC
Alex Croskey -
Lead Designer/PM
Greg Piazza - Lead
Engineer

REFERENCE

Kevin Wheat
Civil Engineer
City of Concord
1950 Parkside Drive,
Concord, CA 94519
925.671.3137
kevin.wheat@
cityofconcord.org



HOLLY DRIVE IMPROVEMENT

TRACY HOLLY DRIVE ROADWAY IMPROVEMENTS

Tracy, CA

BKF is working with the City of Tracy to complete the PS&E for the Holly Drive Roadway Improvements project which included roadway pavement rehabilitation on Holly Drive between 11th Street and Clover Road. The project team included BSK, a sub-consultant for this proposal, to analyze existing pavement condition, obtain corings, and develop pavement rehabilitation options for varying pavement conditions throughout the corridor. Options included FDR, full structural section replacement with and without geogrid, overlays, and slurry seals. Areas of pavement digouts were also identified. The project included 20 ADA ramp improvements and various segments of sidewalk infill. The project also included installation of class 3 bike route signage and bicycle lane stripping.

PROJECT DATES
2023-On-Going
(On schedule and budget)

KEY PERSONNEL
Glenn Armstrong
- PM

REFERENCE
Habibullah Habib
Civil Engineer
City of Tracy
333 Civic Center
Plaza, Tracy, CA
95376
209.831.4600
habib.habib@
cityoftracy.org



TOWN OF MORAGA 2024 ROADWAY REHABILITATION PROGRAM

Moraga, CA

BKF Engineers conducted pavement rehabilitation inspections, cataloging, and prioritization services for the Town of Moraga from December 2023 to February 2024. The project aimed to assess the condition of approximately 10 miles of roadways, including Moraga Road, St. Mary’s Road, Rheem Boulevard, Camino Pablo, Augusta Drive, Bollinger Canyon Road, and Corliss Drive. The objective was to identify areas in need of short-term repairs, specifically to address localized pot-holes and crack seal maintenance that city crews could perform before the upcoming 2024 seal coating program, which would be conducted by a separate contractor. Scope of Work included:

1. Site Visits:

- Conducted site visits to the designated roadways as directed by the Town of Moraga staff.
- Determined appropriate recommendations for short-term repairs, categorizing them into pot hole and crack seal maintenance.
- Marked the limits of work using paint in the field.
- Utilized services provided by a sub-consultant, Total Traffic Control, to ensure safety during field activities.

2. Data Collection and Analysis:

- Quantified the square footage of recommended pot hole repairs and linear feet of crack seal repairs.
- Provided quantities in a spreadsheet format with corresponding addresses.

3. Plans/Deliverables:

- Prepared PDF maps indicating the locations of various repairs for reference.

BKF successfully completed pavement rehabilitation inspections and prioritization services for the Town of Moraga, providing valuable data and recommendations for short-term repairs. Our team remains committed to delivering successful projects and supporting the Town’s efforts in maintaining its road infrastructure.

PROJECT DATES

2023-2024
(On schedule and budget)

KEY PERSONNEL

Dan Schaefer - PIC
Blake Golding - PM

REFERENCE

Shawn Knapp
Senior Civil Engineer
Town of Moraga
329 Rheem Boulevard, Moraga, CA 94556
925.888.7025
sknapp@moraga.ca.us



CALIFORNIA STATE PARKS CIVIL AND SURVEY SERVICES

Various

CARNEGIE STATE VEHICULAR RECREATION AREA OHMVR, LIVERMORE, CA

- BKF performed a site review of the riding trails and emergency access vehicle system, assisted with the development of alternatives, and developed a feasibility assessment based on the current alignments and based on impacts to sensitive habitats and archaeological sites.
- BKF prepared PS&E for the design to rehabilitate the emergency roadway system within the park. Work included preparing profiles, detailed cross-sections, drainage improvements, hillside stabilization, and erosion control plans.

HEARST CASTLE LOWER ROAD REHABILITATION, SAN SIMEON, CA

- BKF is in the discovery phase for rehabilitating 8 miles of roadways that link Hearst Castle to Highway 1 in San Simeon. Over the past 100 years the roadways have deteriorated due to stormwater runoff, steep slopes, geologic, and soils conditions.

- Work includes pavement condition assessment based on a detailed site reconnaissance with State Parks and Geotechnical Engineer followed by an aerial survey to map the failures and issues. A geotechnical report will delineate the existing conditions and recommendations from with an overall recommendation for rehabilitation will be prepared.

PRAIRIE CITY STATE VEHICLE RECREATION AREA (SVRA), PRAIRIE CITY, CA

- Provided civil engineering design services associated with installing a safety barrier between the Prairie City SVRA truck jump area and the spectator stands. The innovative design uses a fixed barrier along with a flexible wire mesh that will deflect off road vehicles should they lose control.
- BKF prepared grading and drainage plans, layout and profiles for the fixed barrier, and detailing for the specialty barrier.

PROJECT DATES

Various (On-Going)
(On schedule and budget)

KEY PERSONNEL

Dan Schaefer - PIC
Alex Croskey - PM
Greg Piazza - Lead Designer/PM

REFERENCE

Phil Tabor
Project Manager
715 P Street,
Sacramento, CA
95814
916.445.8949
philtabor@parks.
ca.gov

GRANT FUNDING

BKF provides comprehensive grant funding analysis and competitive grant writing services to support agencies in delivering roadway rehabilitation, pavement preservation, safety, and multimodal capital projects. Our team works regularly with State and Federal programs commonly used for Roads Program CIP projects, including the Local Partnership Program (LPP), Surface Transportation Block Grant (STBG), Congestion Mitigation and Air Quality (CMAQ), and the Carbon Reduction Program (CRP). BKF’s grant support integrates seamlessly with engineering design workflows to help cities advance shovel-ready projects into construction and secure external funding to supplement Measure L and Measure A revenues.

Our team has successfully developed funding strategies and authored winning applications for a wide range of roadway and transportation programs across California, including LPP (Competitive and Formula), STBG, CMAQ, CRP, Highway Safety Improvement Program (HSIP), Active Transportation Program (ATP), Caltrans Sustainable Transportation Planning Grants, and Federal discretionary grants such as BUILD, INFRA, MEGA, the Bridge Investment Program (BIP), SS4A, and FEMA mitigation programs. This work includes eligibility assessments, match and leverage strategies, project phasing, benefit–cost analysis, detailed narrative authorship, and preparation of required supporting documentation (PS&E readiness, CEQA/NEPA status, maps, cost estimates, schedules, and data tables).



LEAD STAFF – GRANT FUNDING ANALYSIS AND GRANT WRITING

BKF’s Funding Strategies Manager, Marley Mueller, will serve as the lead for all grant funding analysis and grant writing tasks. Ms. Mueller has authored and managed more than \$250 million in successful State and Federal grant applications for cities, counties, regional agencies, and nonprofit partners. She brings significant experience evaluating transportation funding programs, aligning roadway and pavement projects with program requirements, and coordinating with engineering staff to ensure that applications reflect accurate scopes, costs, schedules, and PS&E milestones.

EXPERIENCE WORKING WITH MPOS (INCLUDING STANCOG CONTEXT)

While BKF has not yet provided grant support directly through StanCOG, our team has extensive experience coordinating with multiple other Metropolitan Planning Organizations—most notably SLOCOG, as well as SACOG, MTC, and SBCAG—on the programming and prioritization of transportation projects. This work includes:

- Aligning projects with MPO Regional Transportation Plans and Sustainable Communities Strategies
- Preparing materials necessary for MPO TIP/STIP programming and fund allocation
- Verifying eligibility for STBG, CMAQ, CRP, and LPP funding
- Supporting local agencies in obtaining MPO concurrence for roadway, safety, and multimodal projects

This experience translates directly to StanCOG processes, particularly for projects requiring regional prioritization, inclusion in funding programs, or coordination with Measure L programming.

ADDED VALUE TO TURLOCK’S ROADS PROGRAM

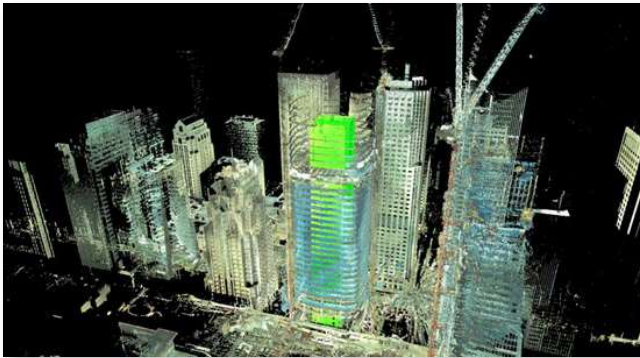
Given the City’s emphasis on accelerating the Roads Program CIP and preparing a pipeline of shovel-ready projects eligible for State and Federal grants, BKF’s grant support will:

- Identify which roadway segments or CIP packages are competitive for LPP, STBG, CMAQ, and CRP funding
- Ensure alignment with Caltrans Local Assistance requirements, a key requirement in the RFQ
- Develop funding strategies that help the City leverage Measure A and Measure L funds
- Prepare complete, compliant, and competitive applications that reduce City staff workload
- Integrate grant requirements with PS&E milestones so that projects can move efficiently to bid and construction

EXPERIENCE WITH LIDAR

BKF routinely works with raw point cloud data from aerial, UAV, and terrestrial sources and has extensive experience translating and extracting data from LiDAR point clouds and producing accurate planimetric base maps for design projects.

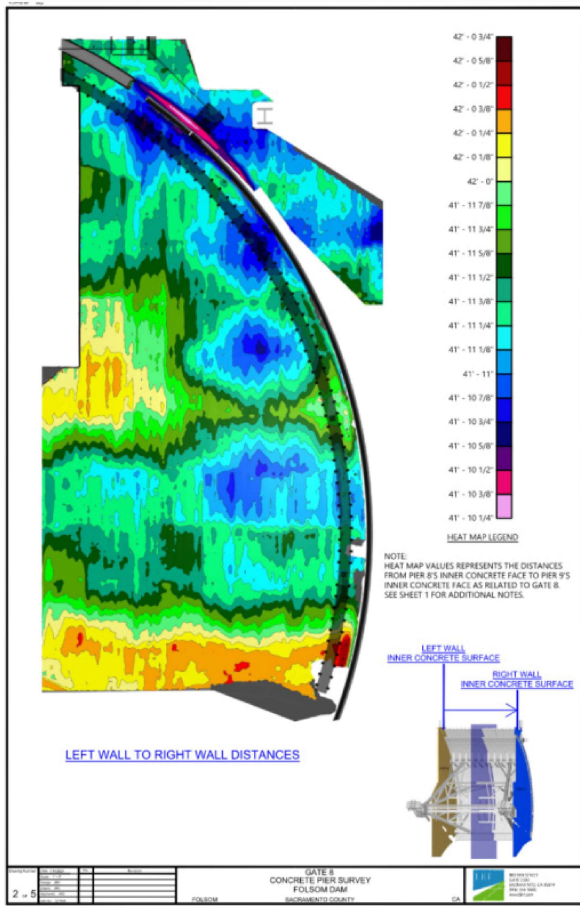
The team uses Leica equipment for scanning and conventional surveys. Cyclone and 3DR are used to register to control, clean the point cloud and create usable design elements ensuring compatibility with CAD and GIS platforms. Processes can include classification of points filtering noise, and generating digital terrain models (DTMs) and digital surface models (DSMs) for precise elevation data. Point clouds, 3d models and traditional CAD files are created and uploaded into Cintoo for ease of viewing and downloading by clients.



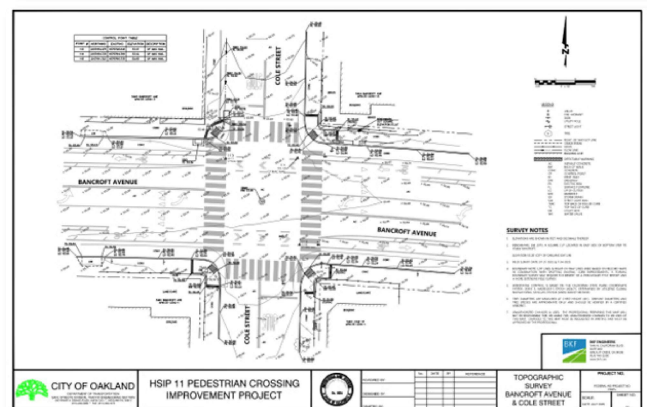
LiDAR point cloud projects range from construction quality assurance such as the Sales Force Tower;



Extracting the surface, overhead power lines and poles from aerial surveys;



Capturing exact existing conditions at the Folsom Dam for retrofitting;



To capturing data in high traffic areas such as highways and busy intersections, without putting our field crews at risk or causing delays to traffic.

RESPONSIBLE PERSONNEL



RESPONSIBLE PERSONNEL

BKF has assembled a highly qualified team of engineers, surveyors, and subconsultants, with roles strategically aligned to their areas of expertise. Our organizational chart illustrates seamless coordination among BKF staff, subconsultants, and City representatives. To meet the City’s objectives and ensure thorough technical oversight, discipline-specific leads have been designated for each major design area, providing focused leadership and accountability throughout all project phases. Day-to-day operations will be managed by **Project Manager Glenn Armstrong**, who will serve as the primary point of contact and oversee the core team. All staff will remain available for the duration of the project, and no personnel will be removed or replaced without prior written approval from the City. Additionally, we will update qualifications annually or whenever a key staff member listed on the organization chart becomes unavailable.

CITY OF TURLOCK



Our selected subconsultants represent the disciplines anticipated to support the City of Turlock’s forecasted Capital Improvement Program. BKF has extensive experience collaborating with these firms, and their qualifications are included in this proposal. In addition to these identified partners, BKF maintains a pool of prequalified as-needed subconsultants with vast capabilities between architecture to construction management and all engineering disciplines.

PROJECT MANAGER SPOTLIGHT



22

YEARS OF EXPERIENCE

NOTEWORTHY PROJECTS

Stockton Diamond Grade Separation Project, Stockton CA

Holly Drive Pavement Rehabilitation Project, Tracy CA

City of Davis Pavement Improvement Project, Davis CA

McKinley Avenue Interchange Project, Manteca CA

Country Club Blvd Complete Streets Corridor Plan, San Joaquin County CA

GLENN ARMSTRONG, PE

As Project Manager, Glenn Armstrong brings the ideal balance of disciplined project management, deep technical expertise, and confident client-facing communication that the City of Turlock deserves for this on-call contract. Serving as BKF's Regional Transportation Lead, Glenn is recognized for his ability to manage complex, multi-disciplinary design teams while maintaining focus on scope, schedule, and budget. His leadership style emphasizes collaboration, accountability, and efficient problem-solving, ensuring each project progresses smoothly from concept through construction.

Glenn's experience includes managing the Local Roads Program for the Stockton Diamond Grade Separation Project on behalf of the San Joaquin Regional Rail Commission, where he led coordination across eight separate roadway improvement segments requiring diverse design solutions while coordinating with UPRR, BNSF, Caltrans, and the City of Stockton. These improvements included pavement rehabilitation, curb, gutter, and sidewalk infill, and ADA-compliant ramp installations. Glenn developed and implemented a strategic plan that incorporated multiple pavement rehabilitation methods, including geogrid-reinforced pavement reconstruction, which reduced structural section thickness and achieved significant construction cost savings. Additional pavement solutions included HMA overlays and localized digouts to address specific distress areas.

In his role, Glenn effectively defined roles and responsibilities for key subconsultants, streamlined interagency coordination, and established lean, milestone-driven delivery schedules that aligned with multi-jurisdictional review requirements. He ensured design consistency with the City of Stockton's Pavement Management System and Bicycle and Pedestrian Master Plans, while coordinating closely with geotechnical, traffic, environmental, and survey teams to maintain project integrity.

Glenn's successful management of the Stockton Diamond local roads improvements reflects the same level of strategic planning, technical depth, and coordination skills he will bring to the City of Turlock's Road Program. His proven ability to deliver high-quality roadway and multimodal projects within constrained budgets and schedules makes him an invaluable leader for this on-call contract.

|| I've dedicated my career to designing roadway projects that strengthen and connect local communities. I care deeply about creating innovative, cost-effective solutions that extend pavement life, enhance safety, and respect the funding realities that cities and counties face every day. ||



DANIEL SCHAEFER, PE, LEED AP, QSD, ASSOC. DBIA

PRINCIPAL-IN-CHARGE

Dan has an ideal background to lead on-call civil engineering transportation and civic improvement projects. He focuses on leading program management efforts, emphasizing collaboration and communication with clients during feasibility, analysis, and planning stages so there’s a clear understanding of project goals and objectives.

Drawing on his extensive experience, Dan can identify potential issues and develop practical solutions that address complex challenges. His emphasis on quality control during project implementation ensures that projects meet the highest standards of safety and reliability while remaining efficient and cost-effective.

Overall, Dan’s experience in civil engineering transportation and civic improvement projects, combined with his focus on collaboration and communication, makes him a valuable asset to on-call projects. His ability to quickly address issues and deliver successful outcomes meet the needs of all stakeholders.

EDUCATION

B.S., Civil Engineering,
California Polytechnic
State University, San
Luis Obispo

REGISTRATION

Professional Civil
Engineer
CA No. 51158, 1993

CERTIFICATIONS

Qualified SWPPP
Developer (QSD)

Assoc. DBIA No.3570

AFFILIATIONS

LEED Accredited
Professional, U.S. Green
Building Council

YEARS OF EXPERIENCE

37 years, 36 with BKF



SELECT PROJECT EXPERIENCE

City of Concord On-Call and Capital Improvement Projects, Concord, CA
BKF managed and designed multiple infrastructure improvement projects, including Farm Bureau Road Safe Routes to School and Complete Streets upgrades with new sidewalks, bike lanes, ADA access, lighting, and bioretention features; Grant/East Streets Pavement Rehabilitation utilizing drone-based aerial surveys and Caltrans permitting; Treat Boulevard Pavement Rehabilitation with GPR technology, deflection testing, and Complete Streets enhancements; and Downtown Sewer Rehabilitation involving video inspection, utility locating, and PS&E preparation. Responsibilities included public outreach, workshops, project management, design, and bidding support. **Role: Principal-in-Charge.**

City of Pittsburg On-Call and Capital Improvement Projects, Pittsburg, CA
BKF is providing on-call civil engineering and surveying services for the City of Pittsburg (2018–2026), supporting stormwater, roadway, and utility improvement projects. Projects have included Willow Pass Road culvert replacement following storm damage, comprehensive topographic surveys for 3rd and 5th Streets under a compressed schedule, and Marina Drainage Improvements to mitigate flooding during king tides. Documentation was managed for the City’s Capital Improvement Program and contributed to street rehabilitation, sewer replacement studies, and transportation engineering. Recently, projects have included design for a large trash capture device on Loveridge Road to meet stormwater compliance requirements. **Role: Principal-in-Charge.**

City of Richmond On-Call and Capitol Improvement Projects, Richmond, CA
BKF is providing services for the City of Richmond on-call contract, delivering civil infrastructure and accessibility improvements. Projects include pavement rehabilitation, signal upgrades, and Safer Routes to Schools enhancements. Dan has oversaw the design of 90 ADA-compliant curb ramps in one year, resolving complex site constraints without property impacts and ensuring full accessibility compliance. **Role: Principal-in-Charge.**

RESPONSIBLE PERSONNEL



GLENN ARMSTRONG, PE

PROJECT MANAGER

Glenn has over 22 years of civil engineering and project management experience, specializing in planning, preliminary engineering, and final design for multi-modal, roadway, and highway projects. Skilled in leading multidisciplinary teams and navigating both local jurisdiction and Caltrans oversight projects, with deep knowledge of AASHTO and Caltrans standards. Known for delivering high-quality work on time and within budget, while driving innovation and community-focused design through collaborative leadership.

EDUCATION

B.S. Civil Engineering
California State
University, Sacramento

REGISTRATION

Professional Civil
Engineer, CA No. 71443

TOTAL YEARS EXPERIENCE

22 years, 2 with BKF



SELECT PROJECT EXPERIENCE

Tracy Holly Drive Roadway Improvements, Tracy, CA

BKF is preparing Plans, specifications, and estimates (PS&E) for roadway pavement rehabilitation along Holly Drive between 11th Street and Clover Road. Scope includes designing and implementing 20 ADA-compliant curb ramps, sidewalk infill segments, class III bike route signage, and bicycle lane striping to improve accessibility and multimodal connectivity. **Role: Project Manager.**

City of Manteca, SR 120/McKinley Ave Interchange, Manteca, CA*

Glenn served as the Project Manager for final PS&E and construction of the McKinley Avenue Interchange in Manteca, completed and opened to traffic in August 2024. The project included new diagonal on- and off-ramps, widening McKinley Avenue to six lanes with Class II bike lanes and sidewalks, and constructing retaining walls to avoid replacing existing SR 120 structures. Glenn led coordination with Caltrans for key approvals and certifications and provided engineering support throughout construction. **Role: Project Manager.**

San Joaquin Regional Rail Commission, Stockton Diamond Grade Separation Project, Stockton, CA*

Glenn served as the Local Roadway Crossing Lead from project initiation through final design for a project that grade separated two major rail lines in downtown Stockton. The project included modifications to four at-grade crossings, two crossing closures, one grade-separated roadway, and numerous road modifications to adjacent streets. The Stockton Diamond Project created a flyover at the Stockton Diamond to enable uninterrupted flow of passenger and freight rail. Stakeholders included the Fresno Subdivision of the UPRR and the Stockton Subdivision of the BNSF Railroad. **Role: Local Roadway Crossing Lead**

San Joaquin County, Country Club Boulevard Complete Streets Corridor Plan, San Joaquin County, CA*

Glenn served as Project Manager for a planning study that has focused on active transportation improvements within Country Club Blvd from Plymouth Road to Pershing Avenue. The study is aimed provide improvements related to local and regional multimodal transportation projects and connections. The project includes extensive public outreach, proposing complete street designs, evaluating circulation and making recommendations, and identifying investment strategies for the construction of future projects. Glenn successfully delivered the planning study on time, and within budget. **Role: Project Manager.**

**Completed with a prior firm*





ALEX CROSKEY, PE, LEED AP, QSD/P

LEAD ENGINEER

Alex specializes in transportation projects, including road diets, streetscapes, and roadway rehabilitation. His expertise includes managing multimodal, bicycle, pedestrian, and bus facilities. Alex excels in project management controls, overseeing scope, schedule, and budget, and uses Project Status Reports to keep the team updated and aligned. He has a proven track record leading large, multi-disciplinary design teams from planning through construction. Alex works closely with public agencies, community organizations, utility companies, and property owners to ensure regulatory compliance and address unique project challenges, making him a vital asset for successful transportation projects.

EDUCATION

M.S., Civil Engineering,
San Jose State University

B.S., Civil Engineering,
The Citadel, The Military
College of South
Carolina

REGISTRATION

Professional Civil
Engineer, CA No. 78661

Qualified SWPPP
Developer/Practitioner

Certificate No. 27181

AFFILIATIONS

LEED AP, U.S. Green
Building Council

American Society of Civil
Engineers

YEARS OF EXPERIENCE

18 years, 10 with BKF



SELECT PROJECT EXPERIENCE

City of Concord On-Call and Capital Improvement Projects, Concord, CA

BKF managed and designed multiple infrastructure improvement projects, including Farm Bureau Road Safe Routes to School and Complete Streets upgrades with new sidewalks, bike lanes, ADA access, lighting, and bioretention features; Grant/East Streets Pavement Rehabilitation utilizing drone-based aerial surveys and Caltrans permitting; Treat Boulevard Pavement Rehabilitation with GPR technology, deflection testing, and Complete Streets enhancements; and Downtown Sewer Rehabilitation involving video inspection, utility locating, and PS&E preparation. Responsibilities included public outreach, workshops, project management, design, and bidding support. **Role: Project Manager/Lead Designer.**

City of Pittsburg On-Call and Capital Improvement Projects, Pittsburg, CA

BKF is providing on-call civil engineering and surveying services for the City of Pittsburg (2018–2026), supporting stormwater, roadway, and utility improvement projects. Projects have included Willow Pass Road culvert replacement following storm damage, comprehensive topographic surveys for 3rd and 5th Streets under a compressed schedule, and Marina Drainage Improvements to mitigate flooding during king tides. Documentation was managed for the City's Capital Improvement Program and contributed to street rehabilitation, sewer replacement studies, and transportation engineering. Recently, projects have included design for a large trash capture device on Loveridge Road to meet stormwater compliance requirements. **Role: Project Manager.**

Hesperian Boulevard Streetscape, Hayward, CA

Alex provided civil engineering services for this 1.5-mile streetscape improvement project. The scope included new concrete curbs, gutters, sidewalks, and ADA-compliant pedestrian ramps, all designed to meet Caltrans and AASHTO standards. The project integrated bus stops with separated bikeways, installed new traffic signal systems at each intersection, revised the storm drain system to accommodate roadway changes, and included pavement rehabilitation, updated striping, and signage modifications. **Role: Lead Designer/Deputy Project Engineer.**

Sausalito Streets/Pavement Rehabilitation, Sausalito, CA

Alex provided civil engineering for the crack sealing and microsurfacing on approximately 50 streets, along with broken sidewalk repairs and curb ramp upgrades to meet accessibility standards. The team also provided field inspection, document control, and public relations support throughout construction. **Role: Lead Designer.**



BEN SANTOS, PLS

LAND SURVEYING LEAD

Ben has 24 years of professional experience in surveying. He is a licensed Geodetic Engineer with experience in control surveys and ground deformation studies. His responsibilities include preparation of Topographic Surveys, Differential Leveling Surveys, ALTA/NSPS Surveys, Boundary Surveys, Subdivision Maps, Elevation Certificates, Corner Records, Record of Survey Maps, Plats & Legal Descriptions. In coordination with the team, Ben performs a variety of tasks including research, post-processing, survey calculations, and gives expert advice to the success of survey projects. As an on-call surveyor, Ben has served in the capacity of City Surveyor for several public agencies, certifying technical compliance on behalf of the city. He brings a deep understanding of municipal requirements and proven processes that will be a valuable asset to the City’s team.

EDUCATION

B.S. Geodetic Engineering, University of the Philippines Diliman

REGISTRATION

Professional Land Surveyor, CA No. 9251

YEARS OF EXPERIENCE

24 years, 8 with BKF



SELECT PROJECT EXPERIENCE

City of Brentwood On-Call Survey and Related Services, Brentwood, CA
BKF provided construction staking services for the Sand Creek Road Extension Project. The team also delivered staking support for the BioSolids Dryer and Solid Waste Organics Diversion Projects. **Role: Land Surveying Lead.**

City of San Ramon Village Final Map Plan Check Review / City Surveyor 2021-2022, San Ramon, CA
Prepared the final subdivision map in compliance with the city municipal code, the approved tentative map, and the Subdivision Map Act. Conducted closure calculations to confirm the final map geometry, addressed city comments, coordinated with the title company, and completed monumentation of property corners following recordation of the final map. **Role: Land Surveying Lead.**

City of Palo Alto On-Call Surveying Services and Utility Surveys, Palo Alto, CA
Performed comprehensive surveying services, including street topographic surveys and base map development for the Page Mill Road Safety Improvement Project. Completed surveys at the Baylands Athletic Center, prepared plats and legal descriptions for a sidewalk easement on University Avenue, and established a street light easement along Arastradero Road near Gunn High School. Executed GPS control surveys and utility field data collection, conducted detailed street topographic surveys with cross sections at 50-foot intervals, and delivered GIS-ready survey data complete with attribute information. **Role: Land Surveying Lead.**

Mountain View On-Call Surveying Services, Mountain View, CA
BKF provided surveying services under a three-year master agreement, including boundary and topographic surveys, corner records, legal descriptions and plats, lot-line adjustments, monument surveys, records of survey, right-of-way surveys, and construction staking. The City of Mountain View selected BKF to assist the Public Works Department with two specific projects and general on-call survey services. The first project involved in-house design for street reconstruction at Park Drive, Park Court, and Sonia Way, which included removal and replacement of rolled curb, gutter, valley gutters, sidewalks, curb ramps, driveways, and asphalt concrete pavement. The second project focused on intersection reconstruction related to removing cross-culvert storm drains on Dana and Mercy Streets, requiring intersection redesign to accommodate drainage and installation of new curbs, gutters, curb ramps, driveways, and asphalt concrete pavement. **Role: Land Surveying Lead.**



GREGORY PIAZZA, PE, QSD/P

UTILITY COORDINATION LEAD

Greg is a engineer with eight years of experience and a strong background in utility design and coordination for public infrastructure projects. As Utilities Lead, he brings a detailed understanding of utility conflict analysis, coordination with utility agencies, and preparation of utility plans for a variety of project types, including on-call, transportation, and civic improvements. Greg’s proactive communication style and collaborative approach support efficient utility design and minimize project delays during design and construction.

SELECT PROJECT EXPERIENCE

EDUCATION

B.S., Civil Engineering,
Ohio State University

REGISTRATION

Professional Civil
Engineer, CA No. 96380

Qualified SWPPP
Practitioner (QSP)
& Developer (QSD)
Certificate No. 28867

**TOTAL YEARS
EXPERIENCE**

8 years, 6 with BKF



City of Concord On-Call and Capital Improvement Projects, Concord, CA
BKF managed and designed multiple infrastructure improvement projects, including Farm Bureau Road Safe Routes to School and Complete Streets upgrades with new sidewalks, bike lanes, ADA access, lighting, and bioretention features; Grant/East Streets Pavement Rehabilitation utilizing drone-based aerial surveys and Caltrans permitting; Treat Boulevard Pavement Rehabilitation with GPR technology, deflection testing, and Complete Streets enhancements; and Downtown Sewer Rehabilitation involving video inspection, utility locating, and PS&E preparation. Responsibilities included public outreach, workshops, project management, design, and bidding support. **Role: Lead Designer/Point of Contact.**

City of Richmond On-Call and Capitol Improvement Projects, Richmond, CA
BKF is providing services for the City of Richmond on-call contract, delivering civil infrastructure and accessibility improvements. Projects include pavement rehabilitation, signal upgrades, and Safer Routes to Schools enhancements. Dan has oversaw the design of 90 ADA-compliant curb ramps in one year, resolving complex site constraints without property impacts and ensuring full accessibility compliance. **Role: Designer.**

California State Parks On-Call, Various, CA
BKF is providing civil engineering and design services for multiple California State Parks projects, including feasibility assessments and PS&E preparation for emergency roadway rehabilitation at Carnegie SVRA; discovery-phase roadway rehabilitation for 8 miles of Hearst Castle access roads involving pavement condition analysis, aerial survey, and geotechnical coordination; and safety barrier design for Prairie City SVRA featuring innovative fixed and flexible systems. Responsibilities include site reviews, alternative development, grading and drainage plans, profiles, cross-sections, erosion control, and stakeholder collaboration. **Role: Project Manager/Lead Designer.**

Hesperian Boulevard Streetscape, Hayward, CA
BKF provided civil engineering services for this 1.5-mile streetscape improvement project. The scope included new concrete curbs, gutters, sidewalks, and ADA-compliant pedestrian ramps, all designed to meet Caltrans and AASHTO standards. The project integrated bus stops with separated bikeways, installed new traffic signal systems at each intersection, revised the storm drain system to accommodate roadway changes, and included pavement rehabilitation, updated striping, and signage modifications. **Role: Designer.**



BLAKE GOLDING, PE

PAVEMENT EVALUATION LEAD

With over eleven years of experience in civil engineering, Blake has established a strong track record in public works and capital improvement projects. Blake’s career has been defined by successful project management in various capacities, from staff augmentation and plan review to on-call services and project management for municipalities and districts. Blake’s commitment to safety is underscored by the completion of the OSHA 30-hour Construction Safety and Health Certificate program.

SELECT PROJECT EXPERIENCE

Richmond On-Call, Richmond, CA

Provided program management, construction management, and design services for civil infrastructure and accessibility improvements under an ongoing on-call contract with the City of Richmond. Delivered high-impact projects including pavement rehabilitation, signal upgrades, and Safer Routes to Schools enhancements. Designed 90 ADA-compliant curb ramps in one year, resolving complex site constraints without private property impacts. **Role: Project Manager.**

Town of Moraga 2024 Roadway Rehabilitation Program, Moraga, CA

Conducted pavement rehabilitation inspections and prioritization for 10 miles of Town of Moraga roadways, identifying short-term repair needs (potholes, crack sealing) ahead of the 2024 seal coating program. As Project Manager, Blake performed the on sight inspection and assessment of the existing pavement. He created basemaps with proposed rehabilitation recommendations and assisted with quantities, bidding, and construction administration when needed. **Role: Project Manager.**

Napa On-Call, Napa, CA

BKF has provided on-call engineering services for the City of Napa since 2019, supporting multiple capital improvement projects. Work includes the Neighborhood Street and Sidewalk Program (NNSSP), where BKF evaluates and documents roadway pavement, sidewalk, driveway, and curb/gutter displacements caused by tree roots and assists with ADA ramp installations to ensure accessible travel paths. Additional services include emergency design of an 18-inch storm drain and roadway repair on Oak Street, as well as an emergency structural assessment of the Napa Creek Manor Bridge following storm damage. The scope also encompassed pavement condition assessments alongside sidewalk and curb evaluations. **Role: Project Manager.**

City of Martinez Project Management On-Call, Martinez, CA

BKF delivered staff augmentation services to support Capital Improvement Projects through project/program management and development review, including permitting. This included a street widening project on Pacheco Boulevard involving right-of-way acquisition, utility coordination and relocation, and comprehensive design review. **Role: Project Manager.**

City of Berkeley Plan Review, Berkeley, CA

Provided review of the Hydrology and Hydraulics Mitigation Analysis Plan Review for the 2621 Tenth Street in the City of Berkeley. **Role: Plan Check Engineer.**

EDUCATION

B.S., Civil and Environmental Engineering, University of Utah

REGISTRATION

Professional Civil Engineer UT No. 11336216

Qualified OSHA 30-hour Construction Safety and Health

CERTIFICATIONS

Pavement Preservation Academy Certificate

TOTAL YEARS EXPERIENCE

11 years, 6 with BKF





EDUCATION

MS, Civil Engineering,
University of Idaho

BS, Civil Engineering,
University of Idaho

REGISTRATION

Professional
Geotechnical Engineer,
CA No. 2756

Professional Civil
Engineer, CA No. 64025

YEARS OF EXPERIENCE

25 years, 11 with BSK



CRISTIANO MELO, PE, GE

GEOTECHNICAL LEAD

Cristiano will serve as the Lead Geotechnical Engineer for this contract. He is a licensed Geotechnical Engineer in the State of California with over 25 years of engineering experience supporting projects ranging from design of shallow and deep foundations to retaining walls, pavements evaluation and rehabilitation studies, earthwork, hillside grading, site drainage, subgrade stabilization, and slope stability analysis. He is also experienced managing construction observation and testing. Cristiano has managed projects designed to Caltrans standards. He currently manages BSK's on-call geotechnical engineering services contracts with the Cities of Dublin, Alameda, Belmont, Berkeley, Brentwood, Oakley, Walnut Creek, and Vallejo, and the Contra Costa County Public Works Department, and the Hayward Area Recreation and Park District.

SELECT PROJECT EXPERIENCE

City of Brentwood, Sand Creek Road Extension, Brentwood, CA

Cristiano served as the lead geotechnical engineer for this project during the design process. The project includes an approximately 0.5-mile-long roadway extension, underground utilities to include a roadway sewer line, multiple water lines, and a single-span vehicular bridge over Sand Creek wide enough to accommodate two traffic lanes and a bike lane in each direction of traffic. BSK also provided materials testing services during construction of this project. **Role: Lead Geotechnical Engineer and Project Manager.**

City of Brentwood, Lone Tree Way Improvements, Brentwood, CA

Cristiano served as project manager and lead geotechnical engineer for the geotechnical investigation for this project which consists of expanding Lone Tree Way from an existing 2 lane to 4 lane arterial roadway. BSK's scope also included a subsurface investigation for widening a portion of Smith Road from one to two lanes and widening a portion of O'Hara Lane. **Role: Lead Geotechnical Engineer and Project Manager.**

City of Brentwood, Redhaven Street Settlement, Brentwood, CA

Cristiano served as project manager and lead geotechnical engineer for this project during the geotechnical investigation. A portion of Redhaven Street just west of the intersection with Sellers Avenue is experiencing settlement/distress. This portion of the street has two side by side concrete culverts, 8 feet long by 6 feet wide, running underneath, the street connecting two large detention basins. **Role: Lead Geotechnical Engineer and Project Manager.**

City of Benicia Park Road Improvements, Benicia, CA

Cristiano was the lead geotechnical engineer and project manager for the geotechnical investigation for this project. The project is located within an approximately 5,800-foot segment of Park Road extending between I-780 and Bayshore Road in Benicia, California. The planned improvements include construction of a bicycle lane parallel to the roadway, an approximately 80-foot-long pre-manufactured pedestrian/bicycle bridge, new storm drain facilities for the new bicycle facility, and pavement rehabilitation. **Role: Lead Geotechnical Engineer and Project Manager.**

ANTICIPATED SUBCONSULTANTS



Cristiano Melo, PE, GE (Key)
Geotechnical Lead
252 W. Larch Road, Suite 252-H, Tracy, CA 95304
(209) 245-0492

ESTIMATED PERCENTAGE OF AVAILABILITY: 25%



Bob Morrison, PE
Right-Of-Way Lead
3626 Fair Oaks Blvd, Suite 100, Sacramento, CA 95864
(800) 577-0109

ESTIMATED PERCENTAGE OF AVAILABILITY: 35%



Amberly Morgan
Environmental Lead
2525 Warren Drive, Rocklin, CA 95677
(916) 782-9100

ESTIMATED PERCENTAGE OF AVAILABILITY: 50%



Katie Demaio
Public Outreach Lead
2600 Capitol Ave Suite 440, Sacramento, CA 95816
(916) 442-11689

ESTIMATED PERCENTAGE OF AVAILABILITY: 35%



Daniel Miller, PLA, ASLA, LEED AP
Landscape Architecture Lead
12150 Tributary Point Drive, Suite 140, Gold River, CA 95670
(916) 985-4366

ESTIMATED PERCENTAGE OF AVAILABILITY: 35%



Thom Fresquez, PE
Constructibility Review Lead
2025 Gateway Place, Suite 328, San Jose, CA 95110
(805) 692-6921

ESTIMATED PERCENTAGE OF AVAILABILITY: TBD%

CONSULTANT FEE



CONSULTANT FEE

BKF acknowledges that a fee proposal is not required at this stage. As a pre-qualified firm, we understand that we will be invited to submit project-specific Task Order proposals, which will include a detailed scope of services and associated fees. Upon successful negotiations, the City may execute an Amendment to the Master Agreement to authorize the project-specific Task Order.



APPENDIX



FINANCIAL STABILITY

BKF has nearly 110 years of being financially conservative and is in excellent financial condition. We have been audited by several public agencies and have always been found to be in compliance with generally accepted accounting practices. BKF currently has no conditions that would impede or threaten BKF's ability to contract for, or successfully complete this project.





CONTACT

Glenn Armstrong, PE
Project Manager
(916) 556-5825
garmstrong@bkf.com
980 9th Street, #2300,
Sacramento, CA 95814



City Council Staff Report
February 24, 2026



From: Christopher Fisher, Municipal Services Director
 Prepared by: Charlotte Calvario, Engineering Project Coordinator
 Agendized by: Gary Hampton, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 25-039 “Pump Station No. 1 HVAC Replacement” and authorizing the City Engineer to file a Notice of Completion

2. NARRATIVE:

The purpose of the project is to replace a HVAC unit at the Turlock Regional Water Quality Control Facility located at 901 S. Walnut Road. The contract was awarded to Champion Industrial Contractors, Inc. by City Council on September 9, 2025. The work has been completed. No change orders were necessary to complete the project. 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 410 “Water Quality Control (WQC)” general ledger account number 410-51-534.43351 “Facility Site Improvements” is the designated account for all project expenses.

The total project costs are presented in the table below.

Preliminary Engineering - City Engineering	\$535.73
Construction Contract Total - Champion Industrial Contractors, Inc.	\$29,325.00
Construction Engineering - City Staff	\$3,300.00
Total Project Costs	\$33,160.73

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:

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

5. ATTACHMENTS:

1. Notice of Completion

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. 25-039
REPLACING THE AC UNIT AT RAW SEWAGE PUMP STATION #1**

Notice is hereby given that work on the above-referenced project located in Turlock, California, was completed by the undersigned agency on February 24th, 2026. The contractor of work is Champion Industrial Contractors, Inc., of Modesto, California, 95352 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

(Signature- William D. Morris, 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 25th, 2026 at Turlock, California, Stanislaus County



FINAL QUANTITIES

City Project No: 25-039
 Project Title: Replacing the AC Unit at Raw Sewage Pump Station #1

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Remove and replace 10-Ton AC Unit and Economizer	LS	\$ 29,325.00	1.00	\$ 29,325.00	1.00	\$ 29,325.00	\$ -
SUB-TOTAL CONTRACT ITEMS =							\$ 29,325.00	\$ -
C.O. #	CHANGE ORDERS							
1.1					\$ -			\$ -
SUB-TOTAL CHANGE ORDER ITEMS =							\$ -	\$ -
TOTAL PROJECT =							\$ 29,325.00	\$ -

City Council Staff Report

February 24, 2026



From: Christopher Fisher, Municipal Services Director
Prepared by: Stephen Fremming, P.E., Principal Civil Engineer
Agendized by: Gary Hampton, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement with Carollo Engineers for a term of 3-years, for an amount not to exceed \$300,044.00, in a form approved by the City Attorney for professional design services for City Project No. 25-058 "TRWQCF Primary Flotator Improvements"

2. NARRATIVE:

The City of Turlock owns and maintains the Turlock Regional Water Quality Control Facility (TRWQCF), which treats wastewater from the City's population along with industries, businesses, California State University Stanislaus, the neighboring Community Service Districts of Denair and Keyes, and primary treated wastewater from the City of Ceres.

On April 28, 2020, City Council approved an Agreement with Carollo Engineers for design services to replace the Regional Water Quality Control Facility's biogas waste flare and boiler. The scope of design services included a biogas utilization study to aid in the evaluation of renewable energy technologies and meeting emission requirements and design of a new biogas boiler, waste flare, and related apparatus. After the study was completed, it was determined that the waste gas flare met regulatory emission requirements without modification and the related design work to replace the waste gas flare was removed from the scope of work. The contract was amended on June 23, 2020 to include design work for rehabilitation of the primary flotators at the facility. The facility includes three primary clarifiers which were constructed in 1971, 1977, and 2006. The primary flotators are responsible for removing much of the solids encountered in wastewater. The design for the rehabilitation of the primary flotators advanced to 95% completion, however construction funds were not identified for the project and the contract with Carollo Engineers executed in 2020 expired in April 2025.

Staff desire to move forward with completion of the design plans for rehabilitation of primary flotators. The proposed agreement includes the following tasks:

- Project Management and Meetings
- Final Design (95% to 100%)
- Bidding Services

City staff will request future Council approval of an amendment or agreement for Carollo Engineers to provide Engineering Services During Construction and Supervisory Control and Data Acquisition (SCADA) Programming at a later date once construction funding has been arranged and prior to requesting approval of an agreement for construction.

3. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

The project is expensed to Fund 410 Sewer general ledger account 410-51-534.51270 "Construction Project." No budget appropriation is necessary at this time.

4. ENVIRONMENTAL DETERMINATION:

Approval of a consultant contract for professional design services is not considered a "project" under the CEQA Guidelines. Therefore, no environmental determination is needed at this time.

5. ATTACHMENTS:

1. City Contract 2026-112 with Carollo Engineers Inc.



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
CAROLLO ENGINEERS, INC.
for
PROFESSIONAL SERVICES**

**City Project No. 2025-058
“TRWQCF Primary Flotator Improvements”**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and CAROLLO ENGINEERS, INC., a Delaware Corporation (“Professional”), on this 24th day of February 2026 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with professional design services (the “Project”).

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

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

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

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

AGREEMENT

1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 55 of this Agreement, Sections 1 through 55 shall prevail.

2. Term. The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 24th 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. Extension of Agreement. [Intentionally Omitted]

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

5. Work.

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

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

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

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional’s proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Professional’s proposed revisions, if

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

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

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

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

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed Three Hundred Thousand Forty Four and No/100ths Dollars (\$300,044.00) ("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 Professional within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Professional of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

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

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

8. Time of Performance. Professional warrants that it will commence performance of the Services within ten (10) calendar days of the date the agreement was executed and shall conform

to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. [Intentionally Omitted]

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

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

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

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

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

12.3. No Waiver of Claims. The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or

approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

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

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

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

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

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

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

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

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

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

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

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

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

information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

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

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

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

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

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

20. Termination of Work by City for Its Convenience. City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional.

In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Insurance Coverage. During the Term, the Professional, at its own cost and expense, shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers 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. Professional shall maintain coverage as follows:

25.1. Commercial General Liability. Professional 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.

25.2. Worker's Compensation Insurance. Professional 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. Professional 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. Professional shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing professional services in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim and in the aggregate or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee

satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4 Commercial Automobile Liability. Professional shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the equivalent, in the amount of no less than Two Million Dollars (\$2,000,000.00) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Professional 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. Professional may use Umbrella or Excess Policies to provide he 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 coverage or policies maintained by the City (“Additional Insured”), whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional’s primary and excess liability policies are exhausted.

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

26 Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance and amendatory endorsements for all of the policies required under this Agreement (“Certificates and Endorsements”). Such Certificates and Endorsements shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies. With the exception of the workers’ compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days’ prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such. If a carrier will not provide the required notice of cancellation, the Professional shall provide written notice to the City no later than ten (10) days before cancellation; and (b) name City, and City’s Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional and shall be endorsed to state such; (c) name City of Turlock as a certificate holder (d) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the

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

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

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

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

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

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

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

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

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

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

Stephen Fremming
Principal Civil Engineer
156 S. Broadway, Suite 150
Turlock, California 95380
Telephone: (209) 668-5417
E-mail: sfremming@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. Professional or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this Section shall preclude Professional 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on Following Page]

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

PROFESSIONAL

**CAROLLO ENGINEERS, Inc., a
Delaware Corporation**

By: _____

Print Name: _____

Title: _____

Date _____

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

By: _____
Gary R. Hampton, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

EXHIBIT A

SCOPE OF WORK

FINAL DESIGN AND BIDDING FOR PRIMARY FLOTATORS REHABILITATION

DECEMBER 2025

The following scope to be performed by CAROLLO ENGINEERS (Professional) includes services related to the final design and bidding services for the rehabilitation of the primary flotators at the CITY OF TURLOCK's (City's) Regional Water Quality Control Facility (RWQCF). This scope is a continuation of professional services performed under City Contract No. 2020-78, which expired on April 28, 2025.

TASK 1.0 – PROJECT MANAGEMENT AND MEETINGS

Task 1.1 – Project Management

Professional will provide project administration and management necessary to perform planning, execution, monitoring, and reporting of the new project elements added by this Amendment including design, bidding assistance, and Engineering Services During Construction.

Task 1.2 – Design Meetings

Professional will prepare for and conduct one (1) meeting during the course of this project to solicit input and decisions from the City. This meeting will be a design development workshop to confirm design for rehabilitation of the flotators. This will be to confirm current design, and desired changes prior to making the final bid set of plans, specifications, and construction cost estimate.

Task 1 Deliverables:

- Meeting minutes.
- Decision log items.

TASK 2.0 – FINAL DESIGN

This task will be to take the current 90% plans, specifications, and construction cost estimate and make revisions requested by City and deliver a bid set of plans, specifications, and engineers construction cost estimate.

Task 2.1 – Prepare 100 Percent Design

The 95% deliverable for the flotator rehabilitation project was submitted in January 2022. Review comments from the 95% deliverable were incorporated into an internal draft deliverable. This task will include detailed design to progress the most recent deliverable into bid set documents and an updated cost estimate. This includes reviewing the current specifications to make sure they are up to date and vendor information is correct. In addition, the following items identify major changes to the project requested by the City that will be incorporated into the deliverable:

EXHIBIT A

- Add dedicated air compressors for the process rather than tying into the plant high pressure air system. Evaluate locating two compressors (1 duty, 1 standby) in Pump Station (PS) 2 building with a pipe feeding Pump Station 1 building and a connection in PS 1 for a temporary air compressor. The existing connection from the flotators to the plant air system will be capped and abandoned.
- Remove any work related to the hot water piping. Upgrades to the hot water piping will be completed as part of a future project.
- Change from flange fittings to grooved end (Victaulic) for all above ground piping.
- Replace panels for RTU 203 and RTU 33 and move the existing fiber cabinet from PS1 into PS2.
- Remove and replace in kind gravity belt thickener bypass pipes that are routed to the south side of the flume.
- Scum pump drains are routed to the flume structure. Include accommodations for scum pipe routing while flume is being rehabilitated.
- Recoat all of Flotator 1 and 2 mechanisms. Previous design only included an allowance to coat a portion of the mechanisms.
- Coat the floor of PS1 building and investigate whether the floor drainage can be improved.
- Coat existing rusted steel trusses and other structural components in PS1 building after the roof deck is removed.
- Pipe supports and electrical boxes shall be stainless steel.
- Add electrical system study and arc flash update for the entire plant. Eaton should have the existing plant electrical system model.
- Replace existing influent gates for Flotator 1 and 2 in the flume with similar manual stainless steel slide gates.
- Coordinate with equipment manufacturers to confirm named manufacturers and models are still viable for this project.

Task 2 Deliverables:

- 100 percent design level, bid ready, drawings and specifications.
- Final cost estimate.

Task 2 Assumptions:

- The assumptions outlined in Task 3 of the Flare and Boiler Project will apply to the design of the primary flotators rehabilitation.
- The City will provide Carollo one collated set of review comments from its review of each deliverable. The City's review comments will be provided in Microsoft Excel format to enable Carollo to prepare written responses to each comment.

EXHIBIT A

- Front end specifications (Divisions 0 and 1) will be based on Carollo's standard specifications and modified by the City as required. Technical specifications will be based on Carollo's standard specifications in CSI format utilizing Divisions 2 through 17.
- Three hard copies and one electronic copy (PDF format) will be provided for each deliverable. Drawings will be half-scale, printable on 11x17 paper.
- Drawings will be prepared using Microstation CAD software according to Carollo's drawing standards.
- It is assumed the City will complete the following tasks, either in-house or through a consultant, if required:
 - CEQA documentation.
 - Project financing.
 - Permitting.

TASK 3.0 – BIDDING SERVICES

Task 3.1 – Pre-Bid Meeting

Carollo will conduct one (1) pre-bid meeting for the prospective bidders on the City's behalf. Minutes from the meeting will be provided to the City for distribution to the attendees.

Task 3.2 – Answer Bidder's Questions

During the bid period, Professional will respond to questions from prospective bidders and provide verbal or written response as appropriate for the primary flotators rehabilitation. Verbal or written questions requiring clarification of the contract documents will be resolved by issuing addenda.

Task 3.3 – Prepare Addenda

For this scope, Professional will prepare one additional (1) addendum to the contract documents and issue the addenda in electronic format (.PDF files) to the City for distribution to the plan holders.

Task 3 Deliverables:

- Presentation and meeting minutes for Pre-Bid Meeting
- Response to bidder questions.
- One addendum.

Task 3 Assumptions:

- It is assumed the City will complete the following tasks:
 - Manage printing, advertisement, and sale of contract documents during the bid period.
 - Issue bid packages to prospective bidders and maintain bid tabs.
 - Answer procedural questions from prospective bidders.

EXHIBIT A

- Distribute addenda to prospective bidders.
- Open and tabulate bids.
- Issue Notice of Award and Notice to Proceed to successful bidders.

EXHIBIT A

ATTACHMENT 1
LABOR AND FEE ESTIMATE

FINAL DESIGN AND BIDDING FOR PRIMARY FLOTATORS REHABILITATION
CITY OF TURLOCK

December 2025

Task	Task Description	Carollo Labor									Other Direct Costs (ODCs)					Total Cost
		\$353	\$305	\$275	\$250	\$226	\$221	\$157	Total Hours	Labor Cost	PECE	Printing	Mileage		Total ODC Cost	
		SP	LPP	PP	P	AP	DT	WP					Trips	Amount		
1.0	Project Management and Meetings	48	14	24	40	16	1	21	164	\$44,948	\$2,788	\$0	2	\$280	\$3,068	\$48,016
	1.1 Project Management	40	6	0	0	0	0	20	66	\$19,090	\$1,122	\$0	0	\$0	\$1,122	\$20,212
	1.2 Design Meetings	8	8	24	40	16	1	1	98	\$25,858	\$1,666	\$0	2	\$280	\$1,946	\$27,804
2.0	Final Design	24	50	200	200	120	220	24	838	\$208,230	\$14,246	\$1,000	3	\$420	\$15,666	\$223,896
	2.1 Prepare 100% Design	24	50	200	200	120	220	24	838	\$208,230	\$14,246	\$1,000	3	\$420	\$15,666	\$223,896
3.0	Bidding Services	4	8	40	32	4	8	4	100	\$26,152	\$1,700	\$0	2	\$280	\$1,980	\$28,132
	3.1 Pre-Bid Meeting	4	0	8	0	4	0	0	16	\$4,516	\$272	\$0	2	\$280	\$552	\$5,068
	3.2 Answer Bidder's Questions	0	4	20	16	0	0	0	40	\$10,720	\$680	\$0	0	\$0	\$680	\$11,400
	3.3 Prepare Addenda	0	4	12	16	0	8	4	44	\$10,916	\$748	\$0	0	\$0	\$748	\$11,664
Project Totals =		76	72	264	272	140	229	49	1,102	\$279,330	\$18,734	\$1,000	7	\$980	\$20,714	\$300,044

Legend:

SP Senior Professional
LPP Lead Project Professional
PP Project Professional
P Professional
AP Assistant Professional
DT Drafting Technician
WP Word Processor
PECE Project Equipment Communication Expense

ODC Unit Costs:

PECE (\$/hr): \$17.00
Mileage (\$/mi): \$0.70
Miles per Roundtrip: 200

City Council Staff Report

February 24, 2026



From: Jason Hedden, Police Chief
Prepared by: Amanda Fortado, Support Operations Manager
Agendized by: Gary Hampton, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Pursuant to California Government Code Section 37354, accepting a donation made to the City of Turlock Police Department from Tri County Blueline Alliance and Ray and Pam Franco in the total amount of \$7,500.00 utilized in support of the Police Department's The Healthy Rooms Project

2. NARRATIVE:

The Healthy Rooms Project (THRP) is a community initiative where police officers, volunteers, and community members partner to transform bedrooms for at-risk children, creating safe, clean, and inspiring spaces with new furniture (beds, desks, dressers) and fresh paint to foster learning, well-being, and positive police-community relations. It addresses the negative effects of unsafe living conditions by providing essentials for children's healthy development and improving overall quality of life. THRP is funded by donations from organizations and members in the community. Turlock Police Department received their first donations from Tri County Blueline Alliance and Ray and Pam Franco to begin the initiatives of this project in our community.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Funding from this donation is being appropriated in the mid-year review.

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:

None

City Council Staff Report

February 24, 2026



From: Christopher Fisher, Municipal Services Director
Prepared by: James Governale, Management Analyst
Agendized by: Gary Hampton, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to execute an agreement (City Contract 2026-111), in a form approved by the City Attorney, with Johnson Controls Building Solutions LLC for a base contract amount of \$93,899, and authorizing a contingency amount of \$9,400.00 (10%), for the upgrade of the building automation and HVAC controls system at the Public Safety Facility, to be expensed to Fund 119 (American Rescue Plan Act)

2. NARRATIVE:

On June 10, 2025, the City Council approved the appropriation of up to \$1,235,000 in American Rescue Plan Act (ARPA) restricted reserves for critical public safety infrastructure projects, including repairs and upgrades at the Public Safety Facility. That action was formalized by Resolution No. 2025-101 and identified ongoing HVAC system deficiencies and control system failures as priority needs to be addressed as part of the broader facility improvements.

As part of implementing that Council authorization, staff have obtained a proposal from Johnson Controls Building Solutions LLC to upgrade the existing building automation and HVAC controls system at the Public Safety Facility. The current system includes obsolete supervisory devices and aging controllers that have contributed to repeated HVAC failures, unreliable temperature control, and increased maintenance demands.

The proposed scope of work includes replacement of the existing server and supervisory controller, upgrades to Metasys Server 15.0 software, and conversion of obsolete HVAC controllers on multiple air handling units to the Metasys platform. The project will modernize system controls, improve reliability and monitoring capabilities, and align the remaining HVAC units with prior upgrades completed in 2023. The proposal also includes updated graphics, alarms, trend reporting, staff training, and work performed in compliance with prevailing wage requirements.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The base contract cost of the proposal is \$93,899, which is consistent with the scope and intent of the ARPA-funded public safety facility improvements previously approved by Council. In addition, staff request authorization of a contingency amount of \$9,400, or 10% of the proposal amount, that would cover any taxes, government-imposed charges, or any additional work incidental to the project scope. This action does not increase the overall ARPA appropriation and represents a necessary step in carrying out the projects already authorized. Funding for this project is available within Fund 119 (American Rescue Plan Act), account number 119-10-188.51270.

4. ENVIRONMENTAL DETERMINATION:

This action is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities), as it involves repair and replacement of existing building systems with no expansion of use.

5. ATTACHMENTS:

1. City Contract 2026-111 with Johnson Controls Building Solutions LLC



Turlock PSD - Server SNE and AC Controller Upgrade
Quote Prepared by Eric Neves
02/13/2026



PROPOSAL

Account Information

Bill To:	CITY OF TURLOCK ATTN ADMINISTRATIVE SVS 156 S BROADWAY STE 230 TURLOCK CA USA 95380
Quote Reference Number:	1-1QW8SHUC
Project Name:	Turlock PSD - Server SNE and AC Controller Upgrade
Site:	TURLOCK POLICE DEPARTMENT 244 N BROADWAY TURLOCK CA 95380-4737
Branch Info:	JOHNSON CNTRL SACRMNT RENO BKRFLD FRSNO CB - 0N0M
Attn:	Richard Taylor

Customer Information

Name: Richard Taylor

This proposal is hereby accepted and Johnson Controls Building Solutions LLC ("JC" or "Johnson Controls") is authorized to proceed with the work, subject to credit approval by Johnson Controls, Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: \$93,899.00. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

This proposal is valid through: 03/12/2026

CITY OF TURLOCK

Johnson Controls Building Solutions LLC.

Signature: _____
 Name: _____
 Title: _____
 Date: _____
 PO: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Proposal Overview

Benefits/Scope of Work: See attached PDF for materials and scope of work.

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal.
- 4.Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Total sell price is contingent upon the following billing and payment terms: For most Agreements where the proposal amount exceeds \$5,000 (USD or CAD as applicable), Customer agrees to pay Johnson Controls an upfront deposit of 30% or more due NET 30 from date of invoice. Alternatively, for Agreements where the proposal price exceeds \$5,000 Customer may pay Johnson Controls in full NET 10 from date of invoice in exchange for an immediate 2% discount on the total sale price. Johnson Controls is not required to commence work until any agreed to advance payments are received. If Customer is unwilling to agree to either option above for proposals exceeding \$5,000 (if presented), please advise your Johnson Controls representative immediately and a new, repriced proposal will need to be issued to Customer.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that Seller is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: YES: E-mail address to be used: _____
 NO: Please submit invoices via mail NO: Please submit via _____

Payment via check
Mailing Address:
JOHNSON CONTROLS
PO BOX 730988
DALLAS, TX, 75373

For Wire transfer:
Back Routing Number: 021000021
SWIFT Code: CHASUS33
General bank reference address:
JPMorgan Chase New York, NY 10017
Account Number: 5514347
Account Name: JOHNSON CONTROLS
INC SSD

Credit Cards:
Phone: 1-800-382-2804 (Option 2)

(IMPORTANT): "JC" or "Johnson Controls" shall mean Johnson Controls Building Solutions, LLC for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JC's offer and form the basis of any agreement (the "Agreement") resulting from JC's proposal for the goods and/or services described. All work is to be performed Monday through Friday during normal JC business hours unless otherwise noted, and JC is authorized to proceed with the work; subject, however, to credit approval by JC.

TERMS AND CONDITIONS (Rev. 10.01.2025)

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller

condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this Agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JC, shall be distributed and installed by others under JC's supervision but at no additional cost to JC. Customer agrees to provide JC with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JC agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JC for any costs or expenses without JC's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JC under this Agreement, JC's obligations under this Agreement expressly exclude any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JC and shall not operate to compel JC to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JC's express written consent.

2. INVOICE AND PAYMENTS. JC may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JC an advance payment which shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties in writing, payments are due Net thirty (30) days from the date of the invoice. Such payment is a condition precedent to JC's obligation to perform any work under this Agreement. If JC consents to payment by credit card in lieu of EFT/ACH, JC may charge additional fees. Invoices shall be paid by Customer via EFT/ACH. Invoicing disputes must be identified in writing by Customer within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JC and will give JC, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JC's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JC's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JC's election to continue providing future services does not, in any way diminish JC's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JC shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JC otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JC's efforts to collect payment. Customer shall immediately notify JC in writing and explain the basis of the dispute. Customer will pay all of JC's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received. Customer shall provide financial information requested by JC to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if JC, in its reasonable discretion questions Customer's ability or willingness to make payments when due (JC may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JC may have against Customer. JC shall provide Customer with advance written notice of changes to payment terms.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JC, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JC shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JC warrants that equipment manufactured or labeled by JC shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JC. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JC will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JC shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JC, or if JC serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JC in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JC, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JC is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JC are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

5. LIMITED WARRANTY. JC warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JC's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JC normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JC BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JC makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JC and its affiliates and their respective personnel, suppliers and vendors ("JC Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JC Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JC hereunder.

7. FAR. JC supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JC will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

8. TAXES. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to JC and the applicable taxing authorities. If JC is required to pay any such Taxes or other charges, Customer shall reimburse JC on

demand. If any such exemption certificate is invalid, then Customer will immediately pay JC the amount of the Taxes, plus penalties and interest.

9. DELAYS. JC shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JC's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JC, etc.

10. COMPLIANCE WITH LAWS. JC shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JC may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices may be adjusted by JC prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or Taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). This Agreement is entered into with the understanding that the services to be provided by JC are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JC, JC reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

12. DISPUTES. JC shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Customers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JC and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JC, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JC prevails in any collection action, Buyer will pay all of JC's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

13. INSURANCE. Insurance coverage in excess of JC's standard limits will be furnished when requested and required. No credit will be given or premium paid by JC for insurance afforded by others.

14. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JC secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJUERE. JC shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JC to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JC, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JC. If JC's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JC shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JC is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JC will be entitled to extend the relevant completion date by the amount of time that JC was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JC's cost to perform the services, Customer is obligated to reimburse JC for such increased costs, including, without limitation, costs incurred by JC for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JC in connection with the Force Majeure Event.

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act or similar Canadian laws relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply JC with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JC's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JC shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JC becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JC's Work or Services, JC shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JC in writing that work can safely be resumed, based on test conducted by a licensed testing organization. JC may terminate the Services immediately upon notice to Customer, if JC, in its sole discretion, determines that the Customer's premises are unsafe to be accessed by JC's employees or subcontractors. Timetables for delivery of JC's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JC more than one year after the claim first arose. Except as provided for herein, JC's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES; DATA. If JC provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JC's cloud-hosted software applications. Customer consents to and grants JC right to collect, ingest and use such data to enable JC and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JC products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital

Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JC secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JC software and related equipment installed at Customer facilities and JC cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

20. JC DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JC's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JC General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JC Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generalatos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JC and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JC's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. JC as Processor: Where JC factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **JC as Controller:** JC will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JC's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JC's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents as set forth in the Software Terms. To the extent consent to such collection, processing and transfer by JC is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ASSIGNMENT. This Agreement is not assignable by the Customer except upon written consent of JC first being obtained. JC shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

23. TERMINATION. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

If JC's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JC or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JC may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JC may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JC's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

24. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire Agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JC, is hereby objected to and rejected.

25. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JC unless accepted by JC in writing.

Johnson Controls is pleased to provide pricing to upgrade the server and supervisory device at the Turlock PSD facility. Also we propose upgrading the Microtech 2 controllers (Obsolete from the manufacture) on AC 1, 3, and 4 to Metasys to streamline operations, similar to AC-2 performed in 2023. Please see our scope of work and material below:

Parts and Materials Provided:

-Provide and install Qty. 1 Dell tower workstation with windows 11 OS and needed hardware to run Metasys 15 server software. Flat panel monitor, keyboard and mouse included.

-Provide and install Qty. 1 Metasys Server 15.0 software and licensing. Along with all needed Metasys tools for servicing, backing up, and working with current field level devices, and future field level devices. All software licensed to the server and building location.

-Provide and install Qty. 1 M4-SNE22002-0 supervisory device to replace the existing NAE55 supervisory controller. *(Using a current factory discounted rate on this device, less \$3,350)*

-Provide an update MUI graphics package and necessary spaces and equipment.

Customer to provide mechanical drawings to produce MUI graphics.

-Provide and install Qty. 3 M4-CGM09090-0 programmable controller, 1 per AC unit.

-Provide and install Qty. 9 M4-XPM09090-0 expansion modules, 3 per AC unit.

-Provide and install Qty. 36 CSDECM-C35200L0 current sensors to monitor and sense operation of the compressors and condenser fans.

-Provide and install Qty. 3 M4-DLK0350-0 display, 1 per unit.

Scope of work:

Server and SNE portion:

Install new Dell tower PC to replace the existing machine. Provide with new monitor, keyboard and mouse. Install and set up all required software packages prior to Metasys Server installation.

Install new SNE in place of the NAE. Upgrade database from version 5.0 to 15.0. Use existing power and network connections. Remote connection is highly recommended for remote servicing.

With new server setup, download database and updated MUI graphics. All work for the SNE and server along with AC unit controller upgrades will need to be performed prior to MUI package development.

Provide 4 hours of on-site training to HVAC personnel.

Remote access is highly recommended to be allowed and set up through the City of Turlock IT department. The server will need to be accessed to assist in service requests or issues. It is up to the IT department personnel to determine a proper and secure route for this.

AC1, 3, and 4 portions of work:

Power off unit and safe off with LOTO procedures. Remove the PLC controllers from the control cabinet. Rearrange the existing wire duct, terminal strips, and other components to install the 4 controllers.

Make connections for the existing supply and return fan commands, compressors commands, and use of the condenser fans. Utilize existing refrigerant pressure sensors and control the CFM VSD's to a pressure setpoint. Utilize existing SF and RF VSD's to control static pressure. Use peer-to-peer communications to have the tandem AC units work together for supply fan speed control.

Setup reset logic for the static pressure and discharge temperature reset based on cooling demand.

Bring in new controller to the front end and populate points, add trends and alarms as needed.

****Work to be performed under prevailing wages.**

**ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES**

Service Provider: Johnson Controls Building Solutions LLC

Date: February 24, 2026

City Contract No.: 2026-111

Scope of Work: Server SNE and AC Controller Upgrade

1. INSURANCE:

Service Provider shall not commence work under this Agreement until Service Provider has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Service Provider allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Service Provider shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Service Provider, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Commercial General Liability Insurance: 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 of Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) general aggregate, and Two Million Dollars (\$2,000,000) products and completed operations for bodily injury, personal injury, and property damage.

(b) Workers' Compensation Insurance: Service Provider shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of One Million Dollars (\$1,000,000) 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.

(c) Commercial Automobile Liability Insurance: Service Provider shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the equivalent, in the amount of Two Million Dollars (\$2,000,000) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Service Provider owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

(d) Cyber Liability Insurance: [Intentionally Omitted]

(e) Builder's Risk Insurance: [Intentionally Omitted]

(f) Contractors Pollution Insurance: [Intentionally Omitted]

(g) Professional Liability Insurance: [Intentionally Omitted]

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CITY OF TURLOCK
AGREEMENT FOR SERVICES**

Service Provider: Johnson Controls Building Solutions LLC

Date: February 24, 2026

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(h) **Excess Policy:** Service Provider may use 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 Excess Policies shall provide all of the insurance coverages herein required. The 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.

(i) **Deductibles and Self-Insured Retentions:** Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Service Provider shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(j) **Other Insurance Provisions:** The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Service Provider, including materials, parts or equipment furnished in connection with such work or operations. The coverage shall be provided in the form of an endorsement to Service Provider’s insurance (at least as broad as ISO CG 20 10 for ongoing operations and CG 20 37 for products/completed operations for construction services).

(2) For any claims related to this project, Service Provider’s insurance coverage shall allow and be endorsed primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Service Provider’s insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Service Provider shall provide City with thirty (30) days’ prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(5) Notwithstanding anything to the contrary contained in the Agreement, City shall be added as additional insured for Commercial General Liability, Automobile Liability,

**ADDENDUM TO
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however, that coverage and any obligation to indemnify under such policies is strictly limited to damage, liability, and expense resulting from the negligence or willful misconduct of the Service Provider and the Service Provider's agents and employees. The insurance shall be primary and non-contributory with respect to any other insurance carried by the additional insured, but only to the extent of Service Provider's negligence. Service Provider also waives its right of subrogation in favor of the additional insured, but only to the extent of Service Provider's negligence.

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

(l) **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 Professional and shall be endorsed to state such; (c) name City of Turlock as a certificate holder; (d) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (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 Professional'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.

(m) **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

10/2025

**ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES**

Service Provider: Johnson Controls Building Solutions LLC

Date: February 24, 2026

City Contract No.: 2026-111

Scope of Work: Server SNE and AC Controller Upgrade

agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

(n) **Subcontractors:** Service Provider shall ensure all subcontractors furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(o) **Surety Bonds:** [Intentionally Omitted]

2. INDEMNIFICATION: Indemnification is addressed in the Service Provider's proposal, Section 14, which is incorporated herein by this reference.

3. BUSINESS LICENSE: Service Provider shall obtain a business license from City before they commence performance of the Services.

4. TERM: The term of this Agreement shall be one (1) year, effective on February 24, 2026 and terminate on February 24, 2027, subject to City's availability of funds.

5. VOLUNTARY TERMINATION: Either party may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to the other party.

6. CONFLICT: Notwithstanding Section 24 of Service Provider's agreement, should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall prevail.

7. CONFIDENTIALITY AND CALIFORNIA PUBLIC RECORDS ACT COMPLIANCE: Notwithstanding Service Provider's Agreement, Service Provider understands and agrees that City must comply with the California Public Records Act, California Government Code section 7920 et seq.

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

9. GOVERNING LAW: This Addendum shall be interpreted, construed, and governed according to the laws of the State of California, and venue for all actions arising from or related to this Agreement shall be in the County of Stanislaus, State of California.

10/2025

**ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES**

Service Provider: Johnson Controls Building Solutions LLC

Date: February 24, 2026

City Contract No.: 2026-111

Scope of Work: Server SNE and AC Controller Upgrade

10. COMPLIANCE WITH FEDERAL REQUIREMENTS. Service Provider agrees to comply with all applicable federal statutes, regulations, and requirements, including but not limited to:

- 2 CFR Part 200 (Uniform Guidance) procurement and cost principles;
- Equal Employment Opportunity (41 CFR Part 60);
- Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
- Debarment and Suspension (2 CFR Part 180).

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

11. CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Mike Murphy
City of Turlock
Municipal Services
144 S. Broadway
Turlock, California 95380
Telephone Number: (209) 668-5594
E-mail Address: MMurphy@turlock.ca.us

[Signatures on the following page]

**ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES**

Service Provider: Johnson Controls Building Solutions LLC

Date: February 24, 2026

City Contract No.: 2026-111

Scope of Work: Server SNE and AC Controller Upgrade

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

CITY OF TURLOCK, a California municipal corporation

JOHNSON CONTROLS BUILDING SOLUTIONS LLC

By: _____
Gary R. Hampton, Interim City Manager

By: _____

Date: _____

Title: _____

Print name: _____

By: _____
Christopher Fisher, Municipal Services Director

Date: _____

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

City Council Staff Report

February 24, 2026



From: Christopher Fisher, Municipal Services Director
Bill Morris, City Engineer

Prepared by: Tania Hernandez, Assistant Planner

Agendized by: Gary Hampton, Interim City Manager

1. ACTION RECOMMENDED:

Confirmation: City Clerk confirms: a) Proof of Publication of Notice of Public Hearing; b) Signed Waiver and Consent; c) Completed and Signed Ballot and d) Signed Certificate of Election Official and Statement of Votes Cast

Resolution: Adopting a Resolution of the City Council of the City of Turlock, California, calling a special election and submitting to the qualified electors of territory proposed to be annexed to the City of Turlock Community Facilities District No. 3 (Maintenance Services), County of Stanislaus, State of California, the question of annexation and levying special taxes within that territory (Annexation No. 1)

Resolution: Adopting a Resolution of the City Council of the City of Turlock, acting in its capacity as the legislative body of City of Turlock Community Facilities District No. 3 (Maintenance Services), County of Stanislaus, State of California, declaring the results of a special election in such community facilities district on the proposition of the annexation and the annual levy of special taxes within the territory proposed to be annexed to said community facilities district to pay the cost of certain services to be provided by the community facilities district, determining that the territory proposed to be annexed is added to and part of said community facilities district with full legal effect, and ordering the recording of a map of the boundaries of said community facilities district including the territory annexed thereto (Annexation No. 1)

Ordinance: Introduction and first reading of an Ordinance authorizing the levy of special taxes in a community facilities district, including certain annexation territory identified as Annexation No. 1, for City of Turlock Community Facilities District No. 3 (Maintenance Services)

2. NARRATIVE:

On August 12, 2025, City Council adopted Resolution No. 2025-147 establishing Community Facilities District No. 3 (Maintenance Services) (CFD No. 3) to fund the ongoing maintenance and operations of public services associated with new development projects. CFD No. 3 ensures long-term funding for services such as street lighting, landscaping, storm drain facilities, sidewalks, and street maintenance.

On January 13, 2026, City Council adopted Resolution No. 2026-005, a resolution of intention, formally initiating Annexation No. 1 into CFD No. 3. Annexation No. 1 will annex Monarch Estates, a subdivision of approximately 2.70 acres into 16-single family residential lots, identified as Stanislaus County Assessor's Parcels 087-032-001 through 087-032-016. This annexation will provide funding for street slurry seal and overlay, street sweeping, the

operation and maintenance of storm drain and one streetlight, as well as maintenance and future replacement of street trees, sidewalks, curb, and gutter.

This meeting is the second step in the annexation process, and it will include:

- Confirmation by the City Clerk of required documents, including the Notice of Public Hearing, signed Waiver and Consent form, completed and signed Ballot, and signed Certificate of Election Official
- A public hearing allowing public comment

If no majority protest is received, the City Council may proceed with the following:

- A resolution calling for a special election among affected property owners
- A resolution declaring the results of the special election and finalizing the annexation
- The first reading of the Ordinance authorizing the levying of the special tax on the annexed properties

The third and final step will be the final reading and adoption of the Ordinance which is scheduled for March 10, 2026.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Annexation No. 1 will generate \$4,909.74 annually, or \$306.86 per lot, as outlined in the Rate and Method of Apportionment. This amount will be subject to annual Consumer Price Index (CPI) adjustments and deposited into Fund 232, which is exclusively designated for CFD No. 3.

There will be no impact to the General Fund. No budget amendment is required.

4. ENVIRONMENTAL DETERMINATION:

This action has been reviewed per the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the City's environmental regulations. The City, acting as the Lead Agency, determined that the ordinance is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change to the environment as there is no possibility that the action would result in a significant environmental impact, and because it does not constitute a "project" as defined in Section 15378 of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

5. ATTACHMENTS:

1. Draft Resolution Calling Election for Annexation No. 1
2. Draft Resolution Declaring Election Results for Annexation No. 1
3. Draft Ordinance for Annexation No. 1
4. CFD 3 Annexation No. 1 Report
5. CFD 3 Annexation No. 1 Consent and Waiver

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING A	}	RESOLUTION NO. 2026-
RESOLUTION OF THE CITY COUNCIL OF	}	
THE CITY OF TURLOCK, CALIFORNIA,	}	
CALLING A SPECIAL ELECTION AND	}	
SUBMITTING TO THE QUALIFIED	}	
ELECTORS OF TERRITORY PROPOSED	}	
TO BE ANNEXED TO THE CITY OF	}	
TURLOCK COMMUNITY FACILITIES	}	
DISTRICT NO. 3 (MAINTENANCE	}	
SERVICES), COUNTY OF STANISLAUS,	}	
STATE OF CALIFORNIA, THE QUESTION	}	
OF ANNEXATION AND LEVYING SPECIAL	}	
TAXES WITHIN THAT TERRITORY	}	
(ANNEXATION NO. 1)	}	

WHEREAS, the City Council (the “City Council”) of the City of Turlock (the “City”) has heretofore conducted proceedings for the establishment of and has established City of Turlock Community Facilities District No. 3 (Maintenance Services), County of Stanislaus, State of California (the “Community Facilities District No. 3”) for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the “Mello-Roos Community Facilities Act of 1982,” (the “Act”) to annex territory to Community Facilities District No. 3 by complying with the procedures set forth in said Article 3.5; and

WHEREAS, on January 13, 2026, the City Council adopted Resolution No. 2026-005 a resolution of intention to annex territory to the Community Facilities District No. 3 pursuant to Section 53339.2 of the California Government Code, determining that the public convenience and necessity require that certain property, consisting of approximately 2.14 acres, be annexed to Community Facilities District No. 3 and containing all of the matters prescribed by Section 53339.3 of said Code, and fixing 6:00 p.m. on February 24, 2026, in the Council Chambers of the City Council, 156 South Broadway, Turlock, California; and

WHEREAS, pursuant to said resolution, the City Clerk has published and mailed notice of the time and place of said hearing as required by Section 53339.4 of said Code; and

WHEREAS, on February 24, 2026, at the time and place of said hearing, the City

Council afforded all interested persons for or against the annexation of said property to Community Facilities District No. 3 an opportunity to present testimony and to protest against the proposed annexation of said property to Community Facilities District No. 3, and no protests, either oral or in writing, were received; and

WHEREAS, pursuant to Section 53339.7 of said Code, the City Council may now submit the question of annexation and of levying a special tax within the territory proposed to be annexed to Community Facilities District No. 3 to the qualified electors within that territory.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Turlock, California,

Section 1. Findings. The City Council finds that: (i) the foregoing recitals are correct; (ii) less than twelve (12) persons have been registered to vote within the territory proposed to be annexed to Community Facilities District No. 3 during the ninety (90) days preceding the close of the public hearing on February 24, 2026; (iii) pursuant to Section 53326 of the California Government Code, as a result of the findings set forth in clause (ii) above, the vote in the special election called by this resolution shall be by the landowners of the territory proposed to be annexed to Community Facilities District No. 3 whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one (1) vote for each acre, or portion thereof, which he or she owns within the said territory which would be subject to the proposed special taxes if they were levied at the time of the election; (iv) pursuant to said Section 53326, the special election must be held at least ninety (90) days, but not more than one hundred eighty (180) days following the date of the adoption of this resolution, unless such time periods are waived with the unanimous waiver of the qualified electors. All of the qualified electors in the territory to be annexed waived the time limits and election formalities of the special election.

Section 2. Call of Election. The City Council hereby calls and schedules a special election for February 24, 2026, on the proposition with respect to the annexation and annual levy of special taxes within the territory proposed to be annexed to Community Facilities District No. 3 for paying the cost of the services to be provided within and for the benefit of the territory proposed to be annexed to Community Facilities District No. 3.

Section 3. Propositions. The propositions to be submitted to the voters of the Community Facilities District No. 3 at such special election shall be as follows:

PROPOSITION A

Shall Proposition A authorizing the annexation and the annual levy of special taxes on taxable property in the territory proposed to be annexed to Community Facilities District No. 3 (Maintenance Services) of the City of Turlock, County of Stanislaus, State of California, to pay for costs and services described in Resolution No. 2026-005 and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates as set forth in Exhibit

“B” to Resolution No. 2026-005 be approved?

In the formation of the Community Facilities District No. 3 the term “measure” was used for “proposition.” For purposes of the Act and Community Facilities District No. 3, the terms “proposition” and “measure” have the same meaning.

Section 4. Conduct of Election. Except as otherwise provided in Section 5 hereof, said election shall be conducted by the City Clerk of the City pursuant to the California Elections Code governing mail ballot elections of cities, and in particular, the provisions of Division 4 (commencing with Section 4000) of said Code, insofar as they may be applicable.

Section 5. Election Procedures. The procedures to be followed in conducting the special election on the levy of Special Taxes to pay the annual costs of the services to the qualified electors of the territory to be annexed to Community Facilities District No. 3 (the “Special Election”) shall be as follows:

(a) Pursuant to said Section 53326 of the California Government Code, ballots for the special election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid, or by personal service.

(b) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, and specifically Division 4 (commencing with Section 4000) of the California Elections Code with respect to elections conducted by mail, the City Clerk shall mail or deliver to each qualified elector an official ballot in the form attached hereto as Exhibit “A,” and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of Resolution No. 2026-005; provided, however, that having been waived by the unanimous consent of the landowners, no analysis and arguments will be provided in the ballot pamphlet.

(c) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite the proposition, and further certifying as to the acreage of the landowner-voter's land

ownership within the territory proposed to be annexed to Community Facilities District No. 3.

(d) The return identification envelope mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(e) The instruction to voter form to be mailed or delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5:00 p.m. on February 24, 2026.

(f) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the special election, and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

BE IT FURTHER RESOLVED AND ORDERED

The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th 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

EXHIBIT "A"

OFFICIAL BALLOT

SPECIAL ELECTION

NUMBER OF VOTES ENTITLED TO BE CAST: 3

CITY OF TURLOCK COMMUNITY FACILITIES DISTRICT NO. 3 (MAINTENANCE SERVICES), COUNTY OF STANISLAUS, STATE OF CALIFORNIA (ANNEXATION NO. 1)

February 24, 2026

OFFICIAL BALLOT

To vote on any proposition, fill in the voting square before the word "YES" or before the word "NO". If you tear or deface this ballot, call City Clerk Nichole Fiez at (209) 668-5540 to obtain a replacement ballot.

PROPOSITION A

Shall Proposition A authorizing the annexation and the annual levy of special taxes on taxable property in the territory proposed to be annexed to Community Facilities District No. 3 (Maintenance Services) of the City of Turlock, County of Stanislaus, State of California, to pay for costs and services described in Resolution No. 2026-005 and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates as set forth in Exhibit "B" to Resolution No. 2026-005 be approved?

YES

NO

CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT NO. 3 (MAINTENANCE SERVICES),
COUNTY OF STANISLAUS, STATE OF CALIFORNIA
(ANNEXATION NO. 1)

SPECIAL MAIL BALLOT ELECTION
February 24, 2026

BALLOT ENVELOPE

THIS ENVELOPE CONTAINS AN OFFICIAL BALLOT AND IS TO BE OPENED ONLY
BY THE ELECTION OFFICIAL OF THE CITY OF TURLOCK

VOTER IDENTIFICATION CERTIFICATION FOR SPECIAL ELECTION BALLOT

Name of Landowner: Piro Enterprises Inc.
(Please print or type)

Address of Landowner: 3811 Crowell Rd
Turlock CA 95382
(Please print or type)


The undersigned hereby declares under penalty of perjury as follows:

I am the landowner identified above or the authorized representative of such landowner entitled to vote and am the person whose name appears below on this Voter Identification Certification.

NAME OF VOTER: Ramson Piro
(Please print or type)

ADDRESS OF VOTER: 3811 Crowell Rd
Turlock CA 95382
(Please print or type)

This declaration was executed on January 29, 2026, at Turlock CA.
(Month and Day) (City and State)

SIGNATURE OF VOTER: 

FAILURE TO COMPLETE THE ABOVE INFORMATION WILL INVALIDATE YOUR BALLOT.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING A
RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF TURLOCK, ACTING IN ITS
CAPACITY AS THE LEGISLATIVE BODY
OF CITY OF TURLOCK COMMUNITY
FACILITIES DISTRICT NO. 3
(MAINTENANCE SERVICES), COUNTY OF
STANISLAUS, STATE OF CALIFORNIA,
DECLARING THE RESULTS OF A
SPECIAL ELECTION IN SUCH
COMMUNITY FACILITIES DISTRICT ON
THE PROPOSITION OF THE ANNEXATION
AND THE ANNUAL LEVY OF SPECIAL
TAXES WITHIN THE TERRITORY
PROPOSED TO BE ANNEXED TO SAID
COMMUNITY FACILITIES DISTRICT TO
PAY THE COST OF CERTAIN SERVICES
TO BE PROVIDED BY THE COMMUNITY
FACILITIES DISTRICT, DETERMINING
THAT THE TERRITORY PROPOSED TO BE
ANNEXED IS ADDED TO AND PART OF
SAID COMMUNITY FACILITIES DISTRICT
WITH FULL LEGAL EFFECT, AND
ORDERING THE RECORDING OF A MAP
OF THE BOUNDARIES OF SAID
COMMUNITY FACILITIES DISTRICT
INCLUDING THE TERRITORY ANNEXED
THERE TO (ANNEXATION NO. 1)

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RESOLUTION NO. 2026-

WHEREAS, the City Council (the “City Council”) of the City of Turlock (the “City”) has heretofore conducted proceedings for the annexation of approximately 2.14 acres of land to the City of Turlock Community Facilities District No. 3 (Maintenance Services), County of Stanislaus, State of California (the “District”) including conducting a public hearing pursuant to Section 53339.5 of the Government Code; and

WHEREAS, at the conclusion of said public hearing, the City Council adopted a resolution calling a special election for February 24, 2026, and submitting to the qualified electors of the territory to be annexed to the District the question of levying special taxes within that territory to pay the costs of certain services and the costs associated with the determination of the amount of and the levy and collection of special taxes which will be levied to provide the services and costs otherwise incurred in order to carry out the authorized purposes of the District (the “Election Resolution”).

WHEREAS, the City Council has received a statement from the City Clerk (the “City Clerk”), who pursuant to the Election Resolution was authorized to conduct such special election and act as the election official therefor, with respect to the canvass of the ballots returned in and the results of said special election, certifying that at least two-thirds of the votes cast upon the proposition submitted to the qualified electors in said special election were in favor of such proposition.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Turlock, California,

Section 1. Recitals. The above recitals are all true and correct.

Section 2. Findings. The City Council finds that: (i) there are no registered voters residing within the territory proposed to be annexed to the District (the “Territory”) at the time of the close of the public hearing on February 24, 2026, and pursuant to Section 53326 of the Government Code, the vote in said special election was, therefore, to be by the landowners owning land within the Territory, with each landowner having one vote for each acre or portion thereof of land that he or she owned within the Territory; (ii) pursuant to said Section 53326 and the Election Resolution, the City Clerk caused to be delivered an official ballot for the special election to the owner of the land within the Territory, with return postage prepaid; (iii) said special election has been properly conducted in accordance with all statutory requirements and the provisions of the Election Resolution; (iv) pursuant to said Section 53326, Piro Enterprises, Inc., the owner of all the land within the Territory, was entitled to 3 votes; (v) said landowner returned its ballot to the City Clerk prior to the time set by the City Clerk for the close of the election on February 24, 2026; (vi) the ballot returned to the City Clerk by said landowner voted all votes of said landowner in favor of the proposition set forth therein; (vii) at least two-thirds of the votes cast in such special election on said proposition were in favor thereof, and pursuant to Sections 53339.8 and 53339.9 of the Government Code, said proposition carried; (viii) pursuant to Section 53339.8 of the Government Code, the City Council is authorized to determine that the Territory to be annexed has been added to and become a part of the District with full legal effect; and (ix) the City Council is also authorized, pursuant to said Section 53339.8, to annually levy special taxes within the Territory to pay the costs of the services to be provided by the District.

Section 3. Declaration of Results. At least two-thirds of the votes voted in the special election on the proposition of the annexation and the annual levy of special taxes within the Territory to pay the costs of the services to be provided by the District were voted in favor thereof, and such proposition carried.

Section 4. Annexation. The Territory is annexed and added to and is a part of the District with full legal effect, and the City Council shall annually levy special taxes within the Territory at the rates as specified in Resolution No. 2026-005 adopted by the City Council on January 13, 2026, to pay costs of certain services to be provided by the District. The boundaries of the Territory are shown on the map entitled, “Annexation Map No. 1, City of Turlock Community Facilities District No. 3, County of Stanislaus, State of California,” which was recorded on January 16, 2026 in the office of the County Recorder

of the County of Stanislaus as Instrument No. 2026-0002226.

Section 5. Notice. Pursuant to Section 53339.8 of the Government Code and Section 3117.5 of the Streets and Highways Code, the City Clerk shall cause to be filed with the County Recorder of the County of Stanislaus an amendment of the notice of special tax lien and a map of the amended boundaries of the District including the Territory.

Section 6. Entry of the Election Results in the Minutes. The City Clerk is hereby directed, pursuant to the provisions of the Elections Code of the State of California, to enter in the minutes the results of the election as set forth in said Certificate of Election Official.

BE IT FURTHER RESOLVED AND ORDERED

The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE LEVY OF	}	
SPECIAL TAXES IN A COMMUNITY FACILITIES	}	ORDINANCE NO. -CS
DISTRICT, INCLUDING CERTAIN ANNEXATION	}	
TERRITORY IDENTIFIED AS ANNEXATION NO. 1,	}	
FOR CITY OF TURLOCK COMMUNITY FACILITIES	}	
DISTRICT NO. 3 (MAINTENANCE SERVICES)	}	

WHEREAS, the City of Turlock has established the City of Turlock Community Facilities District No. 3 (Maintenance Services), County of Stanislaus, State of California (“CFD No. 3”) for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, on January 13, 2026, the City Council of the City of Turlock adopted a Resolution No. 2026-005, a Resolution of Intention to annex certain territory to CFD No. 3, declaring its intent to levy a special tax on all taxable parcels within the area proposed for annexation (“Annexation Territory”) beginning in Fiscal Year 2025-2026 and for all subsequent fiscal years in the amount of the maximum authorized tax, pursuant to Government Code Sections 53339.8 and 53340, and in accordance with the Rate and Method of Apportionment of Special Tax (the “Rate and Method of Apportionment”) as set forth in said resolution; and

WHEREAS, the special tax under CFD No. 3 will be levied on all new residential and non-residential development for which a legislative act, such as a general plan amendment, rezone, or planned development, is required which may include properties proposed to be annexed to the City of Turlock or properties located within its City limit; and

WHEREAS, on February 24, 2026, the City Council of the City of Turlock held a public hearing, adopted Resolution No. 2026-XXX, a Resolution of Annexation, conducted an election and received a favorable vote from the qualified electors authorizing the levy of special taxes in the Annexation Territory as authorized pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, the City Council of the City of Turlock desires to establish an ordinance consistent with current State Law and local practice.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. ENVIRONMENTAL DETERMINATION: The Ordinance has been reviewed with respect to applicability of CEQA and the CEQA Guidelines. The Ordinance is not a project under CEQA Guidelines Section 15378(b)(5) because the Ordinance is an administrative activity that does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

SECTION 2. LEVY AUTHORIZATION: This City Council does, by the passage of this ordinance, authorize the levy of special taxes on taxable properties located in the Annexation Territory, which will be levied pursuant to the Rate and Method of Apportionment as set forth in Resolution No. 2026-005 (the “Annexation Rate and Method”).

SECTION 3. SPECIAL TAX DETERMINATION: This City Council, acting in its capacity as the legislative body of CFD No. 3, is hereby further authorized, by resolution, to annually determine the special tax to be levied within CFD No. 3, including the Annexation Territory, for the then current tax year or future tax years; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the Annexation Rate and Method and previously adopted rates and methods of apportionment, as applicable.

SECTION 4. MANNER OF COLLECTION: The special taxes herein authorized to be levied, to the extent possible, shall be collected in the same manner as ad valorem property taxes or in such other manner as this City Council shall determine, including without limitation, direct billing of the affected property owners, and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes. Any special taxes that may not be collected on the County tax roll shall be collected through a direct billing procedure by the City Manager or designee thereof, acting for and on behalf of CFD No. 3.

SECTION 5. SECURITY FOR SPECIAL TAXES: The special taxes authorized to be levied shall be secured by the lien imposed pursuant to Sections 3114.5 and 3115.5 of the Streets and Highways Code of the State of California, which lien shall be a continuing lien to secure each levy of the special tax, shall attach to all non-exempt real property in CFD No. 3 and shall continue in force and effect until the lien is canceled in accordance with law or until collection of the tax by the legislative body ceases.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of February, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 10th day of March, 2026.

SIGNED:

AMY BUBLAK, Mayor

ATTEST:

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

APPROVED AS TO FORM:

George A. Petrulakis, City Attorney



CITY OF
Turlock

CFD Annexation Report

City of Turlock Community Facilities District No. 3 (Maintenance Services) Annexation No. 1

February 2026

Prepared by:



TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	GENERAL DESCRIPTION & BOUNDARIES OF CFD No. 3 A1	2
III.	DESCRIPTION OF SERVICES.....	3
IV.	COST ESTIMATES.....	4
V.	REVENUE ESTIMATES	5
VI.	RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX	6
	EXHIBIT A (BOUNDARY MAP).....	A-1
	EXHIBIT B (RATE AND METHOD OF APPORTIONMENT FOR CFD No. 3 A1).....	B-1

I. Introduction

The City Council of the City of Turlock (the “City Council”) has received a written petition from the owner of certain real property within the City of Turlock (the “City”) requesting that the City Council initiate proceedings for annexation to Community Facilities District No. 3 (Maintenance Services) (“CFD No. 3”) pursuant to Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the “Mello-Roos Community Facilities Act of 1982,” (the “Act”) for the purpose of funding certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property (the “Services”), and agreeing to the annual levy of special taxes on said property sufficient to pay the costs of such services and costs incidental thereto.

This Community Facilities District Annexation Report (“Report”) is being provided to the City Council and generally contains the following:

1. A brief description of CFD No. 3 Annexation No. 1 (“CFD No. 3 A1”);
2. A brief description of the Services (defined below) to be provided by the City in conjunction with CFD No. 3 A1.
3. A brief description of the boundaries of CFD No. 3 A1; and
4. An estimate of the cost of the Services, including all costs associated with CFD No. 3 A1, determination of the amount of any special taxes, collection of any special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the City and the District with respect to CFD No. 3 A1, and any other incidental expenses to be paid.

For particulars, reference is made to the Resolution of Intention, Resolution No. 2026-005, as previously approved. All capitalized terms not defined herein are defined in the Rate and Method of Apportionment of Special Tax section (Section VI and Exhibit B) of this report.

II. General Description & Boundaries of CFD NO. 3 A1

The boundaries of the territory proposed for inclusion in the community facilities district are described and shown on the map entitled "ANNEXATION MAP NO. 1 TO CITY OF TURLOCK TO COMMUNITY FACILITIES DISTRICT NO. 3 (MAINTENANCE SERVICES), CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA," which is on file in the office of the Clerk of the City Council of the City of Turlock and was recorded with the County Recorder of the County of Stanislaus on January 16, 2026, in Book 7 of Maps of Assessment and Community Facilities Districts on Page 79 and as Instrument Number 2026-0002226. A copy of the map is attached hereto as Exhibit A and hereby incorporated by reference.

III. Description of Services

The types of public services to be provided for and financed by CFD No. 3 A1 encompass a comprehensive range of operations and tasks designed to ensure the ongoing functionality, safety, and efficiency of the public infrastructure within the designated CFD No. 3 A1 area. The services are including but not limited to:

- Maintenance and lighting of parks, parkways, streets, roads, and open space;
- Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems;
- Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City; and/or
- Any other services authorized under the Act.

The proposed CFD No. 3 A1 shall also fund costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 3 A1. Maintenance services funded by the City or other special districts shall not be eligible for CFD No. 3 A1 funding.

IV. Cost Estimates

The following table demonstrates the expected costs for CFD No. 3 A1, broken down by the services provided within the boundary of CFD No. 3 A1.

ANNUAL MAINTENANCE COST ESTIMATES						
<u>Street Lighting:</u>						
1	Street Lights at	\$175.07	Per	1	EA	\$175.07
<u>Landscaping Maintenance:</u>						
0	SF of Maintenance at	\$951.84	Per	1,000	SF	\$0.00
16	Street Trees (includes replacement) at	\$24.79	Per	1	EA	\$396.64
<u>Street Maintenance:</u>						
19,571	SF of Pavement (Slurry Seal) at	\$35.41	Per	1,000	SF	\$693.01
19,571	SF of Pavement (Overlay) at	\$79.68	Per	1,000	SF	\$1,559.42
1,003	LF of Curb (Street Sweeping) at	\$57.47	Per	1,000	LF	\$57.64
<u>Storm Drainage Facilities:</u>						
2	EA Catch Basins at	\$3,252.97	Per	30	EA	\$216.86
82	FT of Storm Drain Pipe at	\$215.96	Per	1,000	LF	\$17.71
0	FT of French Drain Pipe at	\$215.96	Per	1,000	LF	\$0.00
0	FT of French Drain Replacement Cost at	\$4,000.00	Per	1,000	LF	\$0.00
<u>Concrete Facilities:</u>						
1,003	LF of Curb and Gutter at	\$462.70	Per	1,000	LF	\$464.09
4,021	SF of Sidewalk at	\$92.54	Per	1,000	SF	\$372.10
2	EA Curb Ramp at	\$247.88	Per	1	EA	\$495.76
2,062	SF of Residential Driveway at	\$132.20	Per	1,000	SF	\$272.60
Subtotal:						\$4,720.90
<u>CFD Administration:</u>						
4%	of Maintenance Services Costs					\$188.84
Total Annual Cost:						\$4,909.74

V. Revenue Estimates

The following table demonstrates the expected revenues for CFD No. 3 A1, broken down by the number of expected lots within the boundary of CFD No. 3 A1.

ANNUAL REVENUE ESTIMATES	
Expected Development	16 SFR lots
Single-Family Residential Rate	\$306.86
Multi-Family Residential Rate	\$214.80
Net Acres	2.14
Commercial Property Rate	\$2,294.27
Industrial Property Rate	\$2,294.27
Estimated Annual Revenue	\$4,909.74

VI. Rate and Method of Apportionment of Special Tax

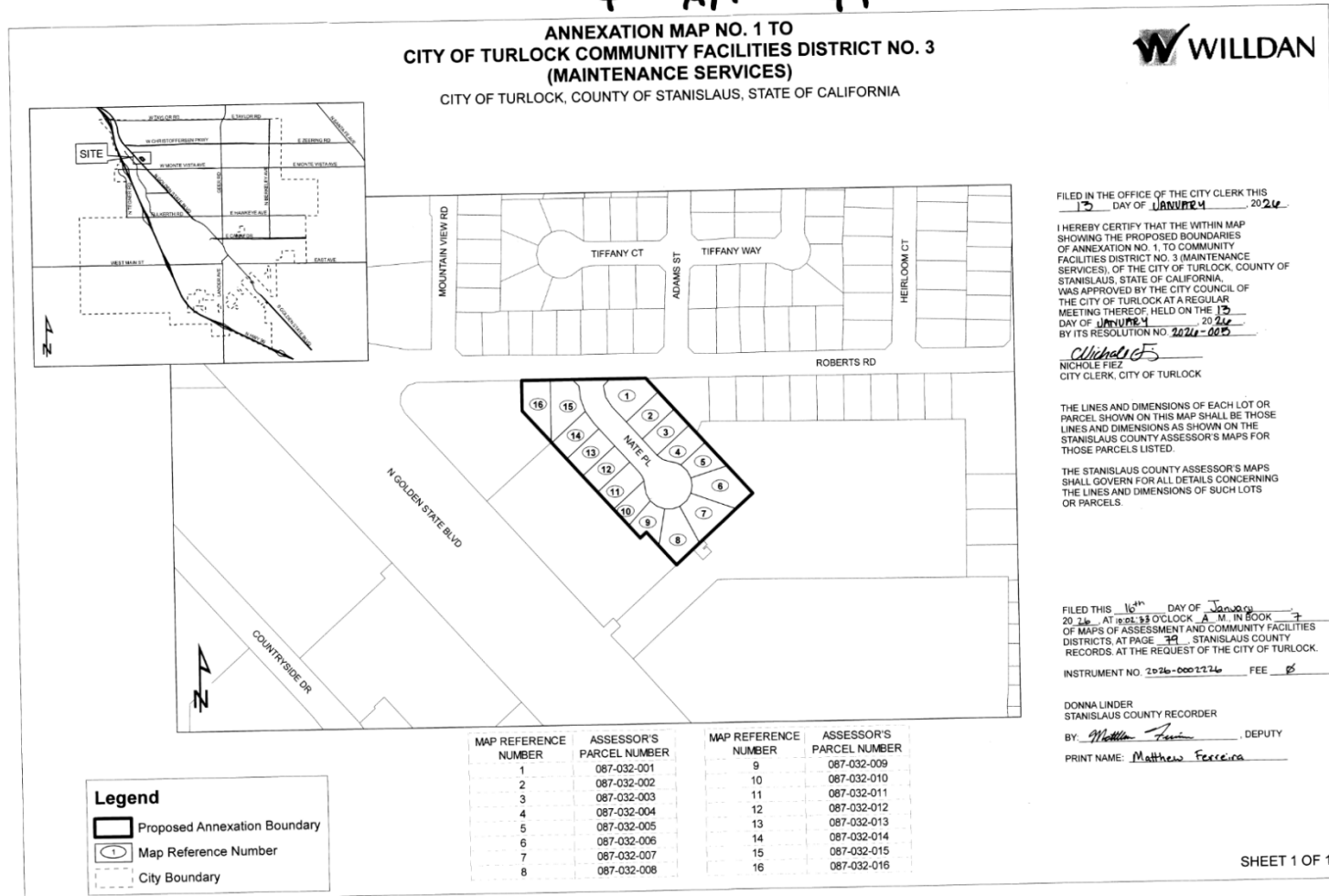
The Rate and Method of Apportionment (RMA) provides sufficient information to allow a property owner within CFD No. 3 A1 to estimate the Maximum Special Tax for his or her property.

For particulars on the RMA, reference is made to Exhibit B of this report.

EXHIBIT A

Boundary Map

7 AM 79



FILED IN THE OFFICE OF THE CITY CLERK THIS 13 DAY OF JANUARY, 2024

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF ANNEXATION NO. 1, TO COMMUNITY FACILITIES DISTRICT NO. 3 (MAINTENANCE SERVICES), OF THE CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF TURLOCK AT A REGULAR MEETING THEREOF HELD ON THE 13 DAY OF JANUARY, 2024, BY ITS RESOLUTION NO 2024-007

Nichole Fiez
NICHOLE FIEZ
CITY CLERK, CITY OF TURLOCK

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS MAP SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE STANISLAUS COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE STANISLAUS COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

FILED THIS 16th DAY OF January 20 24 At 10:53 O'CLOCK A.M. IN BOOK 7 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 21 STANISLAUS COUNTY RECORDS, AT THE REQUEST OF THE CITY OF TURLOCK.

INSTRUMENT NO 2024-0001224 FEE \$

DONNA LINDER
STANISLAUS COUNTY RECORDER
By *Matthew Ferrera* DEPUTY
PRINT NAME: Matthew Ferrera

7 AM 79

EXHIBIT B

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

For Annexation No. 1 to the City of Turlock Community Facilities District No. 3 (Maintenance Services), County of Stanislaus, State of California

The Special Tax as hereinafter defined shall be levied on all Assessor's Parcels within Annexation No. 1 to the City of Turlock Community Facilities District No. 3 (Maintenance Services), ("CFD No. 3 A1"), other than Assessor's Parcels classified as Exempt Property as defined herein and collected each Fiscal Year commencing in Fiscal Year 2025-2026, in an amount determined by the CFD Administrator through the application of the procedures described below. All the real property within CFD No. 3 A1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area in acres of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area in acres shown on the applicable final map, parcel map, condominium plan, or other map or plan recorded with the County. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated expenses related to the administration of CFD No. 3: the costs of determining the amount of the levy of the Special Tax, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the payment of a proportional share of salaries and benefits of any City employee and City overhead whose duties are directly related to the administration of CFD No. 3, fees and expenses for counsel, audits, costs associated with responding to public inquiries regarding CFD No. 3, and any and all other costs incurred in connection with the administration of CFD No. 3.

"Annual Escalation Factor" means the annual percentage increase of the All Urban Consumers Consumer Price Index ("CPI") or two percent (2%), whichever is greater. The annual CPI used shall be for the area of San Francisco-Oakland-Hayward, CA as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31, or such other replacement index as may be determined by the City.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by assessor’s parcel number.

“Base Year” means Fiscal Year beginning July 1, 2025 and ending June 30, 2026.

“Building Permit” means a permit issued for construction of a residential dwelling or non-residential structure. For purposes of this definition, “Building Permit” shall not include permits for construction or installation of retaining walls, grading, utility improvements, or other such improvements not intended for human occupancy.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Tax for CFD No. 3.

“CFD No. 3” means City of Turlock Community Facilities District No. 3 (Maintenance Services), established by the City Council under the Act.

“CFD No. 3 A1” means Annexation No. 1 to the City of Turlock Community Facilities District No. 3 (Maintenance Services), established by the City Council under the Act.

“City” means the City of Turlock.

“City Council” means the Council of the City of Turlock, acting as the legislative body of CFD No. 3.

“Commercial Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for retail, professional/medical offices, or for any other uses that are consistent with commercial land use designations, as determined by the City.

“County” means the County of Stanislaus.

“Developed Property” means an Assessor’s Parcel of Taxable Property for which a Building Permit was issued on or before June 1 preceding the Fiscal Year for which the Special Tax is being levied.

“Exempt Property” means all Assessor’s Parcels within CFD No. 3 A1 that are exempt from the Special Tax pursuant to the Act or Section F herein.

“Final Mapped Property” means an Assessor’s Parcel of Taxable Property, exclusive of Developed Property, that is located within a recorded final map, parcel map, or condominium plan that creates individual lots for which Building Permits may be issued without further subdivision, as of January 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

“Fiscal Year” means the period commencing on July 1 of any year and ending the following June 30.

“Industrial Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for manufacturing, production, research and development, storage and/or processing of goods, or for any other uses that are consistent with industrial land use designations as determined by the City.

“Land Use Type” means any of the land use types listed in Table 1 below.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C, which may be levied in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

“Multi-Family Residential Property” means all Assessor’s Parcels of Residential Property for which a Building Permit has been issued for the purpose of constructing a building or buildings comprised of attached Residential Units available for rental by the general public, not for sale to an end user, and under common management.

“Maintenance Services” means those authorized services that may be funded by CFD No. 3 pursuant to the Act, as amended including but not limited to maintenance and lighting of local parks, parkways, trailways, streets, roads, storm drainage systems, and open space, including without limitation public easements and rights-of-way. Maintenance Services funded by the City or other special districts shall not be eligible for CFD No. 3 funding.

“Non-Residential Property” means any Assessor’s Parcel classified as Developed Property, which is not classified as any, Residential Property, Public Property and Property Owner Association Property.

“Property Owner Association Property” means for each Fiscal Year any property within the boundaries of CFD No. 3 A1 that was owned by or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub-association, as of June 1.

“Proportionately” means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels within each Land Use Class.

“Public Property” means any property that is owned by, dedicated or irrevocably dedicated to a city, the federal government, the State of California, the County, or any other public agency (each, a “Public Entity”); provided, however, that any such property is leased by such a Public Entity to a private entity and is thereby subject to taxation pursuant to Section 53340.1 of the Act, such leasehold estate shall be classified and taxed according to the use thereof.

“Residential Lot” means an individual Assessor’s Parcel located within Final Mapped Property that is intended for the development of one or more Residential Units.

“Residential Property” means all Assessor’s Parcels of Developed Property within CFD No. 3 A1 for which a Building Permit has been issued for purposes of constructing one or more Residential Unit(s).

“Residential Unit” means any residence in which a person or persons may live, which is not considered to be used for non-residential purposes.

“Single Family Residential Property” means all Assessor’s Parcels of Residential Property not classified as Multi-Family Residential Property.

“Special Tax” means the special tax authorized to be levied within CFD No. 3 A1 pursuant to the Act, to fund the Special Tax Requirement.

“Special Tax Requirement” means the amount, as determined by the CFD Administrator, for any Fiscal Year to: (i) pay the costs of providing the Maintenance Services during such Fiscal Year, (ii) pay Administrative Expenses associated with the Special Tax, (iii) establish or replenish any operational reserve fund established for Maintenance Services, (iv) pay incidental expenses related to the Maintenance Services as authorized pursuant to the Act, (v) fund an amount equal to a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied (“Estimated Special Tax Delinquency Amount”) and (vi) fund the shortfall, if any, in the Special Tax

revenues collected in the preceding Fiscal Year necessary to fund the Special Tax Requirement for such Fiscal Year where such shortfall resulted from delinquencies in the payment of the Special Tax in such Fiscal Year that exceeded the Estimated Special Tax Delinquency Amount included in the Special Tax Requirement for such Fiscal Year.

“Taxable Property” means all Assessor’s Parcels that are not exempt from the Special Tax pursuant to the Act or Section H.

“Undeveloped Property” means an Assessor’s Parcel of Taxable Property which is not classified as Developed Property or Final Mapped Property.

B. CLASSIFICATION OF ASSESSOR’S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2025-26, using the definitions above, each Assessor’s Parcel within CFD No. 3 A1 shall be classified by the CFD Administrator as Taxable Property or Exempt Property. In addition, each such Fiscal Year, each Assessor’s Parcel of Taxable Property shall be further classified by the CFD Administrator as Developed Property, Final Mapped Property or Undeveloped Property. Commencing with Fiscal Year 2025-26 and for each subsequent Fiscal Year, all Taxable Property shall be assigned a Land Use Type and subject to the levy of the Special Tax pursuant to Section C below.

C. SPECIAL TAX RATES

1. Developed Property

Each Fiscal Year commencing in Fiscal Year 2025-26, each Assessor’s Parcel of Developed Property shall be subject to the Special Tax, in accordance with the Method of Apportionment presented in Section D below.

The Maximum Special Tax rates for Developed Property for Fiscal Year 2025-26 are shown below in Table 1.

TABLE 1

Land Use Type	Maximum Special Tax
Single-Family Residential Property	\$306.86 per Residential Unit
Multi-Family Residential Property	\$214.80 per Residential Unit
Commercial Property	\$2,294.27 per Acre
Industrial Property	\$2,294.27 per Acre

For each subsequent Fiscal Year commencing July 1, 2025, the Maximum Special Tax rates shall

be increased from the Maximum Special Tax rate in effect for the prior Fiscal Year by the Annual Escalation Factor.

2. Undeveloped Property and Final Mapped Property

Each Fiscal Year commencing in Fiscal Year 2025-26, each Assessor's Parcel classified as Undeveloped Property or Final Mapped Property shall be subject to the Special Tax, in accordance with the Method of Apportionment presented in Section D below.

The Maximum Special Tax rate for Undeveloped Property and for Final Mapped Property shall be \$306.86 per Residential Lot, or if the property does not contain Residential Lots \$2,294.27 per Acre.

3. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section F.

For each Fiscal Year, if the use or ownership of an Assessor's Parcel or Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section F, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Section C.

D. METHOD OF APPORTIONMENT OF SPECIAL TAX

Commencing in Fiscal Year 2025-2026 and for each subsequent Fiscal Year, the CFD Administrator shall levy the Special Tax on Taxable Property of CFD No. 3 A1 using the method described below until the total amount of Special Tax levied equals the Special Tax Requirement:

1. First, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property within CFD No. 3 A1 up to 100% of the Maximum Special Tax to satisfy the Special Tax Requirement.
2. Then, if additional revenues are needed, the Special Tax shall then be levied Proportionately on each Assessor's Parcel of Final Mapped Property within CFD No. 3 A1 up to 100% of the Maximum Special Tax to satisfy the Special Tax Requirement.
3. Finally, if additional revenues are needed, the Special Tax shall then be levied Proportionately on each Assessor's Parcel of Undeveloped Property within CFD No. 3 A1 up to 100% of the Maximum Special Tax to satisfy the Special Tax Requirement.

Notwithstanding any provision of this Section D to the contrary, under no circumstances will the Special Tax levied against any Assessor's Parcel of Developed Property that is classified as Residential Property be increased by more than ten percent (10%) per Fiscal Year as a consequence of delinquency or default in the payment of the Special Tax by the owner of any other Assessor's Parcel.

E. PREPAYMENT OF SPECIAL TAX

The Special Tax shall be levied in perpetuity for the purpose of financing ongoing authorized services and therefore may not be prepaid.

F. EXEMPTIONS

The City Council shall classify as Exempt Property: (i) Public Property, (ii) Property Owner Association

Property, (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, including but not limited to property designated for open space, trails, pathways, parks or park and recreation related facilities, (iv) property reasonably designated by the City or CFD Administrator as affordable housing subject to income and rent restrictions recorded in a regulatory agreement with the City or other public agency, and (v) property reasonably designated by the City or CFD Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors.

G. APPEALS

Any property owner claiming that the amounts or application of the Special Tax is not correct may file a written notice of appeal with the CFD Administrator not later than twelve months after having paid the first installment of the Special Tax. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the decision of the CFD Administrator requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) to compensate for the overpayment of the Special Tax.

H. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Special Tax may be billed and collected at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 3.

I. DURATION OF TAX

The Special Tax shall be levied in perpetuity to fund the Special Tax Requirement unless such tax is no longer required as determined by the City Council.

**CONSENT AND WAIVER TO SHORTENING OF TIME
FOR CONDUCTING A SPECIAL ELECTION IN
PROPERTY PROPOSED TO BE ANNEXED TO THE
CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT NO. 3 (MAINTENANCE SERVICES),
COUNTY OF STANISLAUS, STATE OF CALIFORNIA
(ANNEXATION NO. 1)
AND APPOINTMENT OF AUTHORIZED REPRESENTATIVE**

TO: CITY COUNCIL
CITY OF TURLOCK

The undersigned does hereby CERTIFY under penalty of perjury, that the following statements are all true and correct:

PROPERTY OWNER CONSENT AND WAIVER

1. The undersigned is the duly authorized representative of **Piro Enterprises, Inc.**, the owner (the "Owner") of that certain real property identified in Exhibit A attached hereto and incorporated herein by this reference ("Property") and is legally authorized to give the consent and provide the waivers contained herein as such Owner or on behalf of such Owner.
2. Owner is aware of and understands the following:
 - A. The City of Turlock (the "City") has conducted proceedings pursuant to the "Mello-Roos Community Facilities Act of 1982", commencing with California Government Code Section 53311, *et seq.* (the "Act") and created that certain community facilities district known and designated as City of Turlock Community Facilities District No. 3 (Maintenance Services), County of Stanislaus, State of California (the "District") to finance certain types of services described in Exhibit B hereto (the "Services").
 - B. The City has initiated proceedings to annex Owner's Property to the District and Owner's Property may be referred to herein as **Annexation No. 1**.
 - C. If approved as described below, the Owner's Property will become subject to the levy of special taxes for the District (the "Special Taxes"). A copy of the Rate and Method of Apportionment (the "Rate and Method") is set forth in Exhibit C attached hereto. Owner has had a reasonable opportunity to review and has reviewed the Rate and Method.
 - D. The Act further requires, as a prerequisite to the annexation of the Property to the District or the levy of any special taxes within the Property or the issuance of bonds secured by such special taxes, that the City Council must submit the question of whether or not to levy any special tax within the Property to the qualified electors of the Property at a special

election. The Act further provides that 2/3's of the qualified electors must vote in favor of the levy of the special tax.

The Act provides that the qualified electors of the Property shall be the voters registered to vote within the Property if at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have been registered to vote within the territory proposed to be included within the boundaries of the District for each of the ninety (90) days preceding the close of the public hearing to be held on February 24, 2026, to consider the annexation of the Property to the District. Otherwise, the Act provides that the vote shall be by the landowners, as such term is defined in the Act, of land within the proposed boundaries of the Property with each such landowner who is the owner of record at the close of such public hearing, or the authorized representative of such landowner, having one vote for each acre or portion of an acre of land that such landowner owns within the proposed boundaries of the Property.

E. The provisions of the Community Facilities District Law require that such special election be held at least ninety (90) days but not more than one hundred eighty (180) days following the date of the adoption of the resolution submitting the proposal to consider the authorization to levy the Special Taxes pursuant to the Rate and Method on the territory proposed to be annexed to the District to the qualified electors thereof (the "Resolution of Calling Election"). The Act provides, however, that any such special election time limit specified by the Community Facilities District Law or requirement pertaining to the conduct of such a special election may be waived with the unanimous consent of the qualified electors and the concurrence of the official conducting the election. As is stated below, it is proposed that such special election (the "Special Election") shall be held on February 24, 2026.

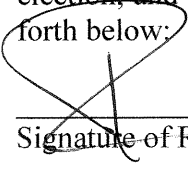
3. Owner certifies that there have been no persons residing within the Property for each of the ninety (90) days preceding the date of this Consent and Waiver.
4. Owner has had a reasonable opportunity to consult with and to be advised by Owner's legal counsel regarding the matters contained in this document and the exhibits hereto.
5. Owner certifies that Owner is the sole owner of all of the Owner's Property.
6. Owner desires and requests that the special election described above be held on February 24, 2026, or such other date as the Owner and the City Clerk of the City (the "City Clerk"), acting as the official conducting the election, may mutually agree, a date which may be less than ninety (90) days from the date of the adoption of the Resolution of Calling Election.
7. Owner expressly consents to the special election being held on February 24, 2026, or such other date as the Owner and the City Clerk may mutually agree.
8. Owner expressly waives:
 - A. any right which Owner may have to conduct the Special Election within the time periods specified in Government Code Section 53326;

- B. any protest, complaint or legal action of any nature whatsoever pertaining to the shortening of all time periods pertaining to (i) the public hearing and notice thereof and (ii) the Special Election, including but not limited to, the time for holding the Special Election and the necessity and requirement for any newspaper publication of the notice of the Special Election;
- C. any requirement for the mailing of the ballot;
- D. any requirement for the preparation of ballot arguments, rebuttal arguments and/or an impartial analysis as to the ballot proposition set forth in Exhibit “D.”

[Remainder of this page intentionally left blank.]

PROPERTY OWNER APPOINTMENT OF AUTHORIZED REPRESENTATIVE

The Owner hereby appoints Ramson Piro as its authorized representative to vote in the subject special election, and the Owner certifies that the true and exact signature of the authorized representative is set forth below:




Signature of Representative

Ramson Piro, President

[Remainder of this page intentionally left blank.]

THIS CONSENT AND WAIVER AND APPOINTMENT OF AUTHORIZED REPRESENTATIVE was executed this 29 day of JANUARY, 2026, in TURLOCK, California.

Piro Enterprises, Inc.

By:  _____
Ramson Piro, President

If the person executing this document is not the Owner for which this document is being submitted but is signing for and on behalf of the Owner, please fill in the name of the Owner on the line provided below:

Piro Enterprises Inc.

(Type or print name of the Owner)

**EXHIBIT A
TO
CONSENT AND WAIVER TO SHORTENING OF TIME
FOR CONDUCTING A SPECIAL ELECTION IN
CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT NO. 3 (MAINTENANCE SERVICES),
COUNTY OF STANISLAUS, STATE OF CALIFORNIA
(ANNEXATION NO. 1)
AND APPOINTMENT OF AUTHORIZED REPRESENTATIVE**

Assessor's Parcel Numbers

087-032-001
087-032-002
087-032-003
087-032-004
087-032-005
087-032-006
087-032-007
087-032-008
087-032-009
087-032-010
087-032-011
087-032-012
087-032-013
087-032-014
087-032-015
087-032-016

**EXHIBIT B
TO
CONSENT AND WAIVER TO SHORTENING OF TIME
FOR CONDUCTING A SPECIAL ELECTION IN
PROPERTY PROPOSED TO BE ANNEXED TO THE
CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT NO. 3 (MAINTENANCE SERVICES),
COUNTY OF STANISLAUS, STATE OF CALIFORNIA
(ANNEXATION NO. 1)
AND APPOINTMENT OF AUTHORIZED REPRESENTATIVE**

DESCRIPTION OF PUBLIC SERVICES

The types of public services proposed to be provided for and financed by CFD No. 3 encompass a comprehensive range of operations and tasks designed to ensure the ongoing functionality, safety, and efficiency of the public infrastructure within the designated CFD No. 3 area. The services include but are not limited to:

- Maintenance and lighting of parks, parkways, streets, roads, and open space;
- Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems;
- Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City; and/or
- Any other services authorized under the Act.

The proposed CFD No. 3 shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 3. Maintenance services funded by the City or other special districts shall not be eligible for CFD No. 3 funding.

**EXHIBIT C
TO
CONSENT AND WAIVER TO SHORTENING OF TIME
FOR CONDUCTING A SPECIAL ELECTION IN
PROPERTY PROPOSED TO BE ANNEXED TO THE
CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT NO. 3 (MAINTENANCE SERVICES),
COUNTY OF STANISLAUS, STATE OF CALIFORNIA
(ANNEXATION NO. 1)
AND APPOINTMENT OF AUTHORIZED REPRESENTATIVE
RATE AND METHOD OF APPORTIONMENT**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

For Annexation No. 1 to the City of Turlock Community Facilities District No. 3 (Maintenance Services), County of Stanislaus, State of California

The Special Tax as hereinafter defined shall be levied on all Assessor's Parcels within Annexation No. 1 to the City of Turlock Community Facilities District No. 3 (Maintenance Services), ("CFD No. 3 A1"), other than Assessor's Parcels classified as Exempt Property as defined herein and collected each Fiscal Year commencing in Fiscal Year 2025-2026, in an amount determined by the CFD Administrator through the application of the procedures described below. All the real property within CFD No. 3 A1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area in acres of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area in acres shown on the applicable final map, parcel map, condominium plan, or other map or plan recorded with the County. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated expenses related to the administration of CFD No. 3: the costs of determining the amount of the levy of the Special Tax, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the payment of a proportional share of salaries and benefits of any City employee and City overhead whose duties are directly related to the administration of CFD No. 3, fees and expenses for counsel, audits, costs associated with responding to public inquiries regarding CFD No. 3, and any and all other costs incurred in connection with the administration of CFD No. 3.

"Annual Escalation Factor" means the annual percentage increase of the All Urban Consumers Consumer Price Index ("CPI") or two percent (2%), whichever is greater. The annual CPI used shall be for the area of San Francisco-Oakland-Hayward, CA as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31, or such other replacement index as may be determined by the City.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Base Year" means Fiscal Year beginning July 1, 2025 and ending June 30, 2026.

“Building Permit” means a permit issued for construction of a residential dwelling or non-residential structure. For purposes of this definition, “Building Permit” shall not include permits for construction or installation of retaining walls, grading, utility improvements, or other such improvements not intended for human occupancy.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Tax for CFD No. 3.

“CFD No. 3” means City of Turlock Community Facilities District No. 3 (Maintenance Services), established by the City Council under the Act.

“CFD No. 3 A1” means Annexation No. 1 to the City of Turlock Community Facilities District No. 3 (Maintenance Services), established by the City Council under the Act.

“City” means the City of Turlock.

“City Council” means the Council of the City of Turlock, acting as the legislative body of CFD No. 3.

“Commercial Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for retail, professional/medical offices, or for any other uses that are consistent with commercial land use designations, as determined by the City.

“County” means the County of Stanislaus.

“Developed Property” means an Assessor’s Parcel of Taxable Property for which a Building Permit was issued on or before June 1 preceding the Fiscal Year for which the Special Tax is being levied.

“Exempt Property” means all Assessor’s Parcels within CFD No. 3 A1 that are exempt from the Special Tax pursuant to the Act or Section F herein.

“Final Mapped Property” means an Assessor’s Parcel of Taxable Property, exclusive of Developed Property, that is located within a recorded final map, parcel map, or condominium plan that creates individual lots for which Building Permits may be issued without further subdivision, as of January 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

“Fiscal Year” means the period commencing on July 1 of any year and ending the following June 30.

“Industrial Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for manufacturing, production, research and development, storage and/or processing of goods, or for any other uses that are consistent with industrial land use designations as determined by the City.

“Land Use Type” means any of the land use types listed in Table 1 below.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C, which may be levied in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

“Multi-Family Residential Property” means all Assessor’s Parcels of Residential Property for which a Building Permit has been issued for the purpose of constructing a building or buildings comprised of attached Residential Units available for rental by the general public, not for sale to an end user, and under common management.

“Maintenance Services” means those authorized services that may be funded by CFD No. 3 pursuant to the Act, as amended including but not limited to maintenance and lighting of local parks, parkways, trailways, streets, roads, storm drainage systems, and open space, including without limitation public easements and rights-of-way. Maintenance Services funded by the City or other special districts shall not be eligible for CFD No. 3 funding.

“Non-Residential Property” means any Assessor’s Parcel classified as Developed Property, which is not classified as any, Residential Property, Public Property and Property Owner Association Property.

“Property Owner Association Property” means for each Fiscal Year any property within the boundaries of CFD No. 3 A1 that was owned by or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub-association, as of June 1.

“Proportionately” means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels within each Land Use Class.

“Public Property” means any property that is owned by, dedicated or irrevocably dedicated to a city, the federal government, the State of California, the County, or any other public agency (each, a “Public Entity”); provided, however, that any such property is leased by such a Public Entity to a private entity and is thereby subject to taxation pursuant to Section 53340.1 of the Act, such leasehold estate shall be classified and taxed according to the use thereof.

“Residential Lot” means an individual Assessor’s Parcel located within Final Mapped Property that is intended for the development of one or more Residential Units.

“Residential Property” means all Assessor’s Parcels of Developed Property within CFD No. 3 A1 for which a Building Permit has been issued for purposes of constructing one or more Residential Unit(s).

“Residential Unit” means any residence in which a person or persons may live, which is not considered to be used for non-residential purposes.

“Single Family Residential Property” means all Assessor’s Parcels of Residential Property not classified as Multi-Family Residential Property.

“Special Tax” means the special tax authorized to be levied within CFD No. 3 A1 pursuant to the Act, to fund the Special Tax Requirement.

“Special Tax Requirement” means the amount, as determined by the CFD Administrator, for any Fiscal Year to: (i) pay the costs of providing the Maintenance Services during such Fiscal Year, (ii) pay Administrative Expenses associated with the Special Tax, (iii) establish or replenish any operational reserve fund established for Maintenance Services, (iv) pay incidental expenses related to the Maintenance Services as authorized pursuant to the Act, (v) fund an amount equal to a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied (“Estimated Special Tax Delinquency Amount”) and (vi) fund the shortfall, if any, in the Special Tax revenues collected in the preceding Fiscal Year necessary to fund the Special Tax Requirement for such Fiscal Year where such shortfall resulted from delinquencies in the payment of the Special Tax in such Fiscal Year that exceeded the Estimated Special Tax Delinquency Amount included in the Special Tax Requirement for such Fiscal Year.

“Taxable Property” means all Assessor’s Parcels that are not exempt from the Special Tax pursuant to the Act or Section H.

“Undeveloped Property” means an Assessor’s Parcel of Taxable Property which is not classified as Developed Property or Final Mapped Property.

B. CLASSIFICATION OF ASSESSOR’S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2025-26, using the definitions above, each Assessor’s Parcel within CFD No. 3 A1 shall be classified by the CFD Administrator as Taxable Property or Exempt Property. In addition, each such Fiscal Year, each Assessor’s Parcel of Taxable Property shall be further classified by the CFD Administrator as Developed Property, Final Mapped Property or Undeveloped Property. Commencing with Fiscal Year 2025-26 and for each subsequent Fiscal Year, all Taxable Property shall be assigned a Land Use Type and subject to the levy of the Special Tax pursuant to Section C below.

C. SPECIAL TAX RATES

1. Developed Property

Each Fiscal Year commencing in Fiscal Year 2025-26, each Assessor’s Parcel of Developed Property shall be subject to the Special Tax, in accordance with the Method of Apportionment presented in Section D below.

The Maximum Special Tax rates for Developed Property for Fiscal Year 2025-26 are shown below in Table 1.

TABLE 1

Land Use Type	Maximum Special Tax
Single-Family Residential Property	\$306.86 per Residential Unit
Multi-Family Residential Property	\$214.80 per Residential Unit
Commercial Property	\$2,294.27 per Acre
Industrial Property	\$2,294.27 per Acre

For each subsequent Fiscal Year commencing July 1, 2025, the Maximum Special Tax rates shall be increased from the Maximum Special Tax rate in effect for the prior Fiscal Year by the Annual Escalation Factor.

2. Undeveloped Property and Final Mapped Property

Each Fiscal Year commencing in Fiscal Year 2025-26, each Assessor's Parcel classified as Undeveloped Property or Final Mapped Property shall be subject to the Special Tax, in accordance with the Method of Apportionment presented in Section D below.

The Maximum Special Tax rate for Undeveloped Property and for Final Mapped Property shall be \$306.86 per Residential Lot, or if the property does not contain Residential Lots \$2,294.27 per Acre.

3. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section F.

For each Fiscal Year, if the use or ownership of an Assessor's Parcel or Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section F, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Section C.

D. METHOD OF APPORTIONMENT OF SPECIAL TAX

Commencing in Fiscal Year 2025-2026 and for each subsequent Fiscal Year, the CFD Administrator shall levy the Special Tax on Taxable Property of CFD No. 3 A1 using the method described below until the total amount of Special Tax levied equals the Special Tax Requirement:

1. First, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property within CFD No. 3 A1 up to 100% of the Maximum Special Tax to satisfy the Special Tax Requirement.
2. Then, if additional revenues are needed, the Special Tax shall then be levied Proportionately on each Assessor's Parcel of Final Mapped Property within CFD No. 3 A1 up to 100% of the Maximum Special Tax to satisfy the Special Tax Requirement.
3. Finally, if additional revenues are needed, the Special Tax shall then be levied Proportionately on each Assessor's Parcel of Undeveloped Property within CFD No. 3 A1 up to 100% of the Maximum Special Tax to satisfy the Special Tax Requirement.

Notwithstanding any provision of this Section D to the contrary, under no circumstances will the Special Tax levied against any Assessor's Parcel of Developed Property that is classified as Residential Property be increased by more than ten percent (10%) per Fiscal Year as a consequence of delinquency or default in the payment of the Special Tax by the owner of any other Assessor's Parcel.

E. PREPAYMENT OF SPECIAL TAX

The Special Tax shall be levied in perpetuity for the purpose of financing ongoing authorized services and therefore may not be prepaid.

F. EXEMPTIONS

The City Council shall classify as Exempt Property: (i) Public Property, (ii) Property Owner Association Property, (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, including but not limited to property designated for open space, trails, pathways, parks or park and recreation related facilities, (iv) property reasonably designated by the City or CFD Administrator as affordable housing subject to income and rent restrictions recorded in a regulatory agreement

with the City or other public agency, and (v) property reasonably designated by the City or CFD Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors.

G. APPEALS

Any property owner claiming that the amounts or application of the Special Tax is not correct may file a written notice of appeal with the CFD Administrator not later than twelve months after having paid the first installment of the Special Tax. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the decision of the CFD Administrator requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) to compensate for the overpayment of the Special Tax.

H. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Special Tax may be billed and collected at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 3.

I. DURATION OF TAX

The Special Tax shall be levied in perpetuity to fund the Special Tax Requirement unless such tax is no longer required as determined by the City Council.

**EXHIBIT “D”
TO
CONSENT AND WAIVER TO SHORTENING OF TIME
FOR CONDUCTING A SPECIAL ELECTION IN
PROPERTY PROPOSED TO BE ANNEXED TO THE
CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT NO. 3 (MAINTENANCE SERVICES),
COUNTY OF STANISLAUS, STATE OF CALIFORNIA
(ANNEXATION NO. 1)**

BALLOT MEASURES

PROPOSITION A

Shall Proposition A authorizing the annexation and the annual levy of special taxes on taxable property in the territory proposed to be annexed to Community Facilities District No. 3 (Maintenance Services) of the City of Turlock, County of Stanislaus, State of California, to pay for costs and services described in Resolution No. 2026-005 and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates as set forth in Exhibit “B” to Resolution No. 2026-005 be approved?

City Council Staff Report

February 24, 2026



From: George Petrulakis, City Attorney
Adrienne Werner, Development Services Director

Prepared by: George Petrulakis, City Attorney, Adrienne Werner, Development Services Director

Agendized by: Gary Hampton, Interim City Manager

1. ACTION RECOMMENDED:

Ordinance: Introduction and first reading of an ordinance amending Turlock Municipal Code Title 9 (Zoning Ordinance), Chapter 9-2 (Regulations Applying to All Districts), Article 1 (Special Provisions Applying to All or Several Districts) and Article 3 (Nonconforming Structures and Uses) and amending Chapter 9-5 (Administration), Article 6 (Conditional Use Permits and Variances)

2. NARRATIVE:

The Planning Commission is recommending zoning code text amendments for approval by the City Council that were prepared by the City Attorney's Office and the Development Services Department. The amendments address several different code topics and are intended to modernize various provisions, improve internal consistency, clarify standards and procedures, and reflect the first update arising from the City's Housing Element update process.

Specifically, the attached amendment packet contains proposed amendments to various portions of Title 9 (Zoning Ordinance) of the Turlock Municipal Code, including:

1. References to "family day care home" and related provisions being repealed or amended in response to the Housing Element process since family day care homes can no longer be singled out under state law.
2. Adopting new and comprehensive nonconforming use and structure regulations in TMC Sections 9-2-301 through 9-2-305 (Nonconforming Structures And Uses), including purpose and applicability language and clearer rules addressing continuation, alteration, expansion, change, and discontinuance/abandonment of nonconforming uses.
3. Revising the Conditional Use Permit (CUP) findings framework in TMC Section 9-5-604 (Conditional use permits: Granting) by clarifying Planning Commission actions and distinguishing findings applicable to residential versus non-residential CUPs (including a reference that residential findings shall be updated as necessary upon certification/adoption of the 2031 Housing Element (6th Cycle)).
4. Revising the CUP denial provision in TMC Section 9-5-606 (Conditional use permits: Denial) to align denial with the inability to make the required findings in TMC Section 9-5-604 (Conditional use permits: Granting).
5. Adding a new discontinuance/abandonment process in TMC Section 9-5-611.5 (Conditional use permits: Discontinuance), including a noticed public hearing process and findings to support abandonment, recordation authority for termination documentation, and provisions addressing extension and tolling under specified

circumstances. Also, TMC Section 9-5-611 (Conditional use permits: Renewal and discontinuance) is adjusted to conform with the new section.

At the February 5, 2026, Planning Commission public hearing, staff presented the proposed zoning text amendments for recommendation to the City Council. The Planning Commission voted unanimously to recommend the City Council amend Title 9 as presented.

3. FISCAL IMPACT / BUDGET AMENDMENT:

This item has no fiscal impact.

4. ENVIRONMENTAL DETERMINATION:

The proposed zoning text amendments are exempt from the California Environmental Quality Act (CEQA) pursuant to the "common sense" exemption (CEQA Guidelines section 15061(b)(3)), as it establishes regulations and standards and will not directly result in physical development or a reasonably foreseeable significant effect on the environment.

5. ATTACHMENTS:

1. Draft Ordinance
2. Planning Commission Resolution 2026-02

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REPEALING OR }
AMENDING REFERENCES TO “FAMILY }
DAY CARE HOME” IN TURLOCK }
MUNICIPAL TITLE 9; REPEALING AND }
REPLACING TITLE 9 CHAPTER 2 }
ARTICLE 3 SECTIONS 01 THROUGH 05; }
REGARDING NONCONFORMING }
STRUCTURES AND USES; AMENDING }
TITLE 9, CHAPTER 5 ARTICLE 6 SECTION }
4 REGARDING CONDITIONAL USE }
PERMIT GRANTING; AMENDING TITLE 9, }
CHAPTER 5 ARTICLE 6 SECTION 6 }
REGARDING CONDITIONAL USE PERMIT }
DENIAL, AMENDING TITLE 9, CHAPTER 5 }
ARTICLE 6 SECTION 11 REGARDING }
CONDITIONAL USE PERMIT RENEWAL; }
ADDING TITLE 9 CHAPTER 5 ARTICLE 6 }
SECTION 11.5 REGARDING }
CONDITIONAL USE PERMIT }
DISCONTINUANCE AND ABANDONMENT }

ORDINANCE NO. - CS

WHEREAS, the State of California has passed changes to California law regarding regulations for large family day care homes necessitating repeal and amendment of references to such use in Title 9 of the Turlock Municipal Code; and

WHEREAS, the current Turlock Municipal Code regarding Non-conforming structures and uses is being amended to create clearer regulations; and

WHEREAS, various sections of Title 9 Chapter 5 regarding Conditional use permits are being amended to provide additional clarity regarding administration of conditional use permits; and

NOW, THEREFORE, the City Council of the City of Turlock does ordain as follows:

SECTION 1. FINDINGS: The City Council of the City of Turlock hereby finds the public necessity, convenience and general welfare support the proposed amendments and the proposed amendments are consistent with the Turlock General Plan.

SECTION 2. REPEALING AND AMENDING: References in Title 9 to “Family Day Care home” and related provisions are hereby repealed or amended as follows:

For Section 9-2-110:

~~9-2-110 Family day care home.~~

~~(a) **Small family day care home.** No permit is required to operate a small family day care home and the use shall be considered an accessory use to a residence.~~

~~(b) **Large family day care home.** A permit shall be issued by the Development Services Director or his/her designee to operate a large family day care home upon the issuance of a minor administrative approval, as set forth in Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor Discretionary Permits) upon finding that:~~

~~(1) **Residency.** The site is the principal residence of the operator and the day care is clearly incidental and secondary to the use of the property for residential purposes.~~

~~(2) **General Plan and zoning compliance.** The property complies with all applicable General Plan policies and zoning regulations established in the Turlock Municipal Code (TMC).~~

~~(3) **Spacing and concentration.** The property is located at least three hundred (300') feet from any other State licensed large family day care home on the same street, or a street that is aligned and connected with that street unless bisected by an arterial street or expressway.~~

~~(4) **Traffic control.** The family day care home would not adversely affect traffic and circulation of the neighborhood, including but not limited to blocking driveways or requiring double parking to load and unload guests.~~

~~(5) **Building modifications.** The residential character and appearance of the dwelling does not have to be altered in any way to accommodate the family day care use.~~

~~(6) **Outdoor play areas.** All outdoor play areas are clearly delineated through the use of fences, landscaping, or other materials constructed in accordance with applicable laws and regulations.~~

~~(7) Operator agrees to the following additional conditions of approval:~~

~~(i) **Fire clearance.** Prior to commencing the use, the operator shall obtain certification by Turlock Fire Department that the facility complies with the standards established by the State Fire Marshal as set forth in Title 24 of the California Code of Regulations.~~

~~(ii) The operator agrees not to erect any off- or on-premises signs for the family day care home except as set forth in Article 5 of this chapter (Signs).~~

~~(iii) **Noise control.** The family day care home shall be operated in compliance with the City of Turlock noise regulations, Article 3 of this chapter (Noise Standards).~~

- ~~(iv) **Outdoor play areas.** The operator agrees to keep all activities related to the operation of the family day care on site at all times.~~
- ~~(v) **Access to inspect.** The property owner and/or operator shall allow the City to enter the property to determine compliance with the conditions of the large family day care permit during normal operating hours of the family day care home.~~
- ~~(vi) **Compliance with laws and regulations.** The day care operator acknowledges and agrees to comply with all applicable State, Federal and local laws and regulations. The operator shall provide evidence of compliance with State Department of Social Services requirements by providing a copy of the approved family day care license to the City prior to commencing operation of the family day care home. Upon revocation or denial of the State license, the permit issued pursuant to this section shall be automatically terminated.~~

~~(c) **Conditional use permit.** When the findings set forth in this section for the issuance of a large family day care permit cannot be made, an application for a conditional use permit may be made as set forth in Article 6 of Chapter 9-5 TMC (Conditional Use Permits and Variances), subject to the conditions of approval listed in this section and any other conditions established by the Planning Commission and/or City Council.~~

~~(d) **Use of residential garage.** Family day care operations are not permitted in the garage area of a residence, except when the garage has been properly converted to habitable space through the issuance of a building permit and the space has met all applicable laws and regulations. Prior to finalizing the building permit, the property owner shall record a restrictive use covenant stating that the converted garage shall be returned to its original state upon the cessation of the family day care use and/or the sale of the dwelling unit.~~

For definitions in Section 9-1-202 Definitions:

The following definition in Section 9-1-202 is amended as follows:

"Day care center" shall mean any child day care facility, as defined in Section **1596.76** of the California Health and Safety Code, ~~other than a family day care home~~, and includes infant centers, preschools, extended day care facilities, and school-age child care centers.

The following definition is revoked in Section 9-1-202 –

~~**"Family day care home"** shall mean a home, as defined in Section **1596.78(a)** of the California Health and Safety Code, that regularly provides care, protection, and supervision for fourteen (14) or fewer children, in the provider's own home, for periods of less than twenty four (24) hours per day, while the parents or guardians are away, and is either a large family day care home or a small family day care home~~

~~(a) **"Large family day care home"** shall mean a home, as defined in Section **1596.78(b)** of the California Health and Safety Code, that provides family day care for seven (7) to~~

~~fourteen (14) children for periods of less than twenty-four (24) hours per day, inclusive, including children under the age of ten (10) years who reside at the home, as set forth in Section 1597.465 of the California Health and Safety Code and as defined in State regulations.~~

~~(b) "Small family day care home" shall mean a home, as defined in Section 1596.78(c) of the California Health and Safety Code, that provides family day care for eight (8) or fewer children for periods of less than twenty-four (24) hours per day, including children under the age of ten (10) years who reside at the home as set forth in Section 1597.44 of the California Health and Safety Code and as defined in State regulations.~~

For use classifications in Chapter 9-3 BASE DISTRICT REGULATIONS:

In the A DISTRICT (Agricultural District) Use Classifications Chart in Section 9-3-102, references to "Family day care homes" (including "Large" and "Small") and the related columnar information are revoked. The text of footnote (1) is revoked and replaced with "Repealed."

In the R DISTRICTS (Residential Districts) Use Classifications Chart in Section 9-3-202, references to "Family day care homes" (including "Small" and "Large") and the related columnar information are revoked. The text of footnote (3) is revoked and replaced with "Repealed." The text of footnote (13) is revoked and replaced with "Repealed."

In the C-O, C-C, C-T, and C-H DISTRICTS (Commercial) Use Classifications Chart in Section 9-3-302, references to "Family day care homes" (including "Large" and "Small") and the related columnar information are revoked. The text of footnote (1) is revoked and replaced with "Repealed."

For use classifications in Chapter 9-4 OVERLAY DISTRICT REGULATIONS:

In the Downtown Overlay District Use Classifications Chart in Section 9-4-103, references to "Family day care home - small" and "Family day care home - large" and the related columnar information are revoked.

SECTION 3. REPEAL AND REPLACE: Title 9, Chapter 2 Article 3 Section 01 through 05 "Non-Conforming Uses" is hereby repealed and replaced as follows:

~~§ 9-2-301. Specific purposes.~~

~~This article limits the number and extent of nonconforming uses by limiting their enlargement, their reestablishment following abandonment, their alteration, their relocation, and their restoration. This article, while permitting the use and maintenance of nonconforming structures, limits their restoration, alteration, enlargement, or relocation upon the site in any manner that would increase the discrepancy between the standards contained in this article and the conditions existing on the subject property.~~

~~It is recognized that nonconforming uses and structures generally persist and their appearance gradually deteriorates when the standards for repair and improvement are too restrictive. It is the~~

intent of this article to provide limited but reasonable opportunity for nonconforming uses and structures that are not a public nuisance to be repaired and improved if it is in the public interest. This article also provides for the removal of nonconforming uses and structures or change to conforming uses and structures when such uses and structures are a public nuisance. (Formerly 9-2-401; 1207-CS, Rep&ReEn, 05/28/2015; 1237-CS, Amended, 12/28/2017)

§ 9-2-302. Nonconforming uses.

(a) **Defined.** A nonconforming use is a lawful use of land that does not comply with the current use regulations for its zoning district but which complied with the applicable regulations at the time the use was established. A nonconforming use includes those that operate without a structure.

(b) Regulations.

(1) The reestablishment of a legal nonconforming use or the substitution of a nonconforming use of another nonconforming use of the same or more restrictive classification may be made upon approval of a minor discretionary permit in accordance with Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor Discretionary Permits). The new nonconforming use must have a similar or less severe impact on its surroundings in terms of noise, traffic, parking, hours of operation, and visual incompatibility. Nonconforming uses not meeting these requirements may be allowed upon approval of a conditional use permit in accordance with Article 6 of Chapter 9-5 TMC (Conditional Use Permits and Variances).

(2) The repair, maintenance, remodel, alteration, and replacement of a structure used for a nonconforming use (and/or site improvements) may be allowed so long as there is no increase in the operation or floor area devoted to the use, or change in the size or location of any structures. The structural and/or site improvements described above may be approved if it can be determined that they do not adversely affect neighboring properties, that they do not increase the degree of nonconformity, and are in the public interest.

(3) The expansion or enlargement of a structure used for a nonconforming use and/or site improvements may be allowed as follows:

(i) Structural improvements that enlarge or expand an existing structure used for a nonconforming use and/or the expansion or enlargement of the site by more than one thousand (1,000) square feet, or more than twenty-five (25%) percent of the existing structure's floor area or lot area, whichever is greater, may be allowed upon approval of a conditional use permit in accordance with Article 6 of Chapter 9-5 TMC (Conditional Use Permits and Variances).

(ii) Structural improvements that enlarge or expand an existing structure used for a nonconforming use and/or the expansion or enlargement of the site by no more than one thousand (1,000) square feet or no more than twenty-five (25%) percent of the existing structure's floor area or lot area, whichever is greater, may be allowed upon approval of a minor discretionary permit in accordance with Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor Discretionary Permits).

(iii) The structural and/or site improvements described above may be approved if it

can be determined they will not adversely affect neighboring properties, and are in the public interest.

(iv) ~~The expansion or enlargement of nonconforming residences in nonresidential zoning districts shall comply with the development standards established for the applicable residential zoning district, not the zoning district in which it is located.~~

§ 9-2-303. Nonconforming structures.

(a) **Defined.** A nonconforming structure is any building or structure that does not comply with one (1) or more of the regulation limitations on size, height, and location on a lot, or the applicable zoning district in which such building or structure is located (refer to TMC 9-2-520, Nonconforming signs).

(b) **Regulations.**

(1) ~~The repair, maintenance, remodel, alteration, and replacement of a nonconforming structure where the level of nonconformity is maintained so long as there is no increase in the operation or floor area devoted to the use, or change in the size or location of any structures. The structure improvements described above may be approved if it can be determined they will not adversely affect neighboring properties, and are in the public interest.~~

(2) ~~The expansion or enlargement of a nonconforming structure used may be allowed as follows:~~

(i) ~~Structural improvements that enlarge or expand an existing structure by more than one thousand (1,000) square feet, or more than twenty five (25%) percent of the existing structure's floor area or lot area, whichever is greater, may be allowed upon approval of a conditional use permit in accordance with Article 6 of Chapter 9-5 TMC (Conditional Use Permits and Variances).~~

(ii) ~~Structural improvements that enlarge or expand an existing structure by no more than one thousand (1,000) square feet or no more than twenty five (25%) percent of the existing structure's floor area or lot area, whichever is greater, may be allowed upon approval of a minor discretionary permit in accordance with Article 3 of Chapter 9-5 TMC (Minor Administrative and Minor Discretionary Permits).~~

(iii) ~~The structural improvements described above may be approved if it can be determined that they do not adversely affect neighboring properties, are in the public interest, and are necessary to ensure visual compatibility with the existing structure.~~

(iv) ~~The expansion or enlargement of nonconforming residences in nonresidential zoning districts shall comply with the development standards established for the applicable residential zoning district, not the zoning district in which it is located.~~

§ 9-2-304. Loss of nonconforming status.

~~A nonconforming use which ceases or a nonconforming structure that is unoccupied for a continuous period of twelve (12) months shall lose its legal nonconforming status. The premises on which the nonconforming use is located shall then be used for conforming uses and the~~

~~nonconforming structure shall be removed or altered to conform unless a conditional use permit is obtained in accordance with Article 6 of Chapter 9-5 TMC (Conditional Use Permits and Variances).~~

~~§ 9-2-305. Discontinuance.~~

~~(a) **Declaration of unlawful uses or structures.** It is hereby declared that nonconforming uses of land or nonconforming structures within the City of Turlock as set forth in this article that are found to be a public nuisance are detrimental to the orderly development of the City and as detrimental to the health, safety, peace, comfort, and general welfare of persons and property within the City of Turlock. It is further declared to be the policy of the City that such nonconforming uses or structures shall be eliminated as rapidly as may be done without infringing upon the constitutional rights of the owners of such nonconforming property.~~

~~(b) **Procedures to determine time for discontinuance.** A nonconforming use or structure that is determined to be a public nuisance and a serious detriment to the health, safety, peace, comfort, and general welfare of persons and property within the surrounding area may be administratively ordered to discontinue upon determination by the Development Services Director, or designee. A nonconforming use or structure shall be discontinued within the following time frame:~~

~~(1) A nonconforming use which does not involve the use of a structure shall be discontinued in five (5) years.~~

~~(2) A nonconforming use which does involve the use of a structure shall be discontinued in ten (10) years.~~

~~(3) A nonconforming structure shall be abandoned or removed in ten (10) years.~~

~~(c) **Appeals.** Should an owner of property upon which a nonconforming use has been administratively ordered discontinued disagree with such order, such owner may appeal as provided in Chapter 1-4 TMC.~~

§ 9-2-301 Purpose and Applicability of Nonconforming Use and Structure Regulations.

(a) Purpose.

The provisions of this Article are intended to regulate the continuation, alteration, and eventual elimination of land uses, buildings, and structures that were lawfully established but that no longer conform to the use regulations or development standards of this Code due to subsequent changes in zoning, land use regulations, or other applicable laws.

The City recognizes that nonconforming situations may arise through no fault of the property owner; however, it is the policy of the City that such nonconformities are inconsistent with the long-term planning objectives of the General Plan and this Code and should be discouraged and eliminated over time, subject to reasonable limitations consistent with state law.

(b) Distinction Between Nonconforming Uses and Nonconforming Structures.

For purposes of this Article, nonconformities are categorized as follows:

- (1) Nonconforming uses, which involve the nature or type of activity conducted on a site or within a structure that is not permitted by the zoning district in which it is located; and
- (2) Nonconforming structures, which involve the physical characteristics, location, or dimensions of a building or structure that do not comply with applicable development standards, regardless of whether the use conducted therein is conforming or nonconforming.

Nonconforming uses and nonconforming structures are separate and independent concepts, and the regulations applicable to each are intended to operate independently except where expressly stated otherwise in this Article.

(c) Intent Regarding Nonconforming Uses. Nonconforming uses are recognized as a temporary accommodation and not as a vested entitlement to continued operation indefinitely. It is the intent of this Article to:

- (1) Allow the limited continuation of nonconforming uses under defined conditions;
- (2) Prevent the expansion, intensification, enlargement, or re-establishment of nonconforming uses, except where expressly authorized by this Code;
- (3) Encourage the conversion of nonconforming uses to conforming uses; and
- (4) Provide for the eventual elimination of nonconforming uses through abandonment, discontinuance, amortization, redevelopment, or other lawful means.

(d) Intent Regarding Nonconforming Structures. Nonconforming structures may be permitted to remain, subject to reasonable regulation, in order to avoid unnecessary hardship or constitutional infirmity. It is the intent of this Article to:

- (1) Allow ordinary repair and maintenance of nonconforming structures;
- (2) Regulate the enlargement, alteration, reconstruction, or replacement of nonconforming structures in a manner that reduces nonconformity where feasible; and
- (3) Avoid conferring any right to perpetuate, expand, or intensify structural nonconformity beyond that which lawfully existed.

(e) No Enlargement of Rights. Nothing in this Article shall be construed to:

- (1) Authorize the establishment of any new nonconforming use or structure;
- (2) Create a vested right to expand, intensify, or continue a nonconforming use or structure except as expressly allowed herein; or
- (3) Limit the City's authority to enforce this Code, abate nuisances, or exercise its police

powers in a lawful manner consistent with state law.

(f) Applicability and Interpretation. This Article shall be interpreted narrowly in favor of conformity with current zoning regulations. In the event of ambiguity, the interpretation that most closely advances the reduction of nonconformity and the elimination of nonconforming uses shall be favored, to the extent consistent with state law and constitutional protections.

§ 9-2-302 Nonconforming Uses.

(a) Applicability. This section governs the continuation, change, enlargement, intensification, abandonment, and discontinuance of nonconforming uses whether of land or structures (or of both). The provisions of this section apply regardless of whether the structure in which the nonconforming use is located is conforming or nonconforming, except as expressly provided otherwise in this Code.

(b) Continuation of Nonconforming Uses. A nonconforming use that was lawfully established may be continued subject to the limitations of this Article; however, such continuation is permitted only to the extent necessary to avoid undue hardship and shall not be construed as authorization to expand, intensify, or perpetuate the use indefinitely.

(c) Expansion or Intensification Prohibited. Except as expressly authorized by this Code:

- (1) A nonconforming use shall not be enlarged, expanded, extended, or intensified, whether by increase in area devoted to the use, hours of operation, production or activity, occupancy, or any other means that results in a greater degree of nonconformity;
- (2) A nonconforming use shall not be extended to occupy land, floor area, or portions of a site or structure not lawfully devoted to such use at the time it became nonconforming; and
- (3) No action shall be taken that has the effect of prolonging or enhancing the economic life or operational scale of a nonconforming use.

(d) Change or Substitution of Nonconforming Use.

- (1) A nonconforming use may be changed to a conforming use, and once so changed, the nonconforming use shall not thereafter be resumed;
- (2) A nonconforming use shall not be changed to another nonconforming use unless expressly authorized by this Code; and
- (3) Any permitted change of use shall not increase the degree of nonconformity or create new nonconforming conditions.

(e) Abandonment or Discontinuance. A nonconforming use shall be deemed abandoned and shall lose its legal nonconforming status when the use ceases or is discontinued for a continuous period of six (6) months, regardless of intent to resume the use, or when replaced by a conforming

use.

(f) Resumption Prohibited. A nonconforming use that has been abandoned or discontinued shall not be resumed, re-established, or reinstated.

(g) Temporary Suspension. A temporary cessation of a nonconforming use directly caused by events beyond the control of the property owner shall not constitute abandonment, provided the use is resumed within a reasonable time and in no event later than twelve (12) months from the date of cessation.

(h) Effect of Demolition or Removal of Structure. If a nonconforming use is conducted within or upon a structure, and that structure is demolished or removed, the nonconforming use shall not thereafter be resumed, except where reconstruction is expressly permitted under § 9-2-306.

§ 9-2-303 Nonconforming Structures.

(a) Applicability. This section governs buildings and structures that were lawfully established but that do not comply with current development standards of this Code.

(b) Continuation. A nonconforming structure may be continued subject to the limitations of this Article.

(c) Repair and Maintenance. Ordinary repair, maintenance, and interior remodeling of a nonconforming structure may be performed, provided such work does not increase the degree of nonconformity. Repairs required to comply with health and safety codes shall be permitted.

(d) Enlargement or Alteration.

(1) Minor enlargement or alteration not exceeding one thousand (1,000) square feet or twenty-five percent (25%) of existing gross floor area may be approved through a minor discretionary permit;

(2) Larger enlargements or alterations may be approved only through a conditional use permit and shall reduce or not increase the degree of nonconformity to the maximum extent feasible. Such enlargements and alterations must comply with the provisions for conditional use permits in Article 6 of Chapter 9-5 of this Title.

(e) Demolition and Reconstruction. Demolition and reconstruction of nonconforming structures shall be governed by § 9-2-306.

§ 9-2-304 Loss of Nonconforming Status.

(a) Loss of Nonconforming Use Status. A nonconforming use shall lose its legal nonconforming status upon abandonment or discontinuance pursuant to § 9-2-302, conversion to a conforming use, replacement by another use, or demolition or removal of the structure in which it is conducted, except where reconstruction is expressly permitted under § 9-2-306.

(b) Preservation of Structural Status. Loss of nonconforming use status shall not, by itself, result in loss of nonconforming structural status.

(c) Vacancy. Vacancy or non-occupancy shall not constitute loss of nonconforming structural status.

(d) Burden of Proof. The burden of establishing the lawful existence and continuation of a nonconforming use or structure shall be upon the property owner.

§ 9-2-305 Discontinuance and Amortization of Nonconforming Uses.

(a) Purpose. This section provides for the lawful discontinuance of nonconforming uses following a reasonable amortization period.

(b) Applicability. This section applies only to nonconforming uses and does not apply to nonconforming structures. Nothing in this section shall be construed to require amortization as a prerequisite to the termination of a nonconforming use that has been abandoned or discontinued pursuant to §§ 9-2-302 and 9-2-304.

(c) Amortization Authority. The City may require the discontinuance of a nonconforming use after a reasonable amortization period based on consideration of the nature of the use, its impacts, investment-backed expectations, and other relevant factors.

(d) Effect. Upon expiration of the amortization period, the nonconforming use shall be discontinued and shall not be resumed.

(e) Findings. Any requirement for discontinuance of a nonconforming use pursuant to this section shall be supported by written findings demonstrating that the amortization period provided is reasonable in light of the factors considered.

SECTION 4. Amending: Title 9, Chapter 5 Article 6 Section 04 is hereby amended as follows:

§ 9-5-604 Conditional use permits: Granting.

(a) Actions by Planning Commission. All actions of the Planning Commission relating to findings and recommendations shall be in accordance with the provisions of this article. ~~The Planning Commission shall authorize the granting of the conditional use permit if it finds as follows:~~

(b) Residential Permits. The Planning Commission shall authorize the granting of the conditional use permit for a residential use if it makes all of the findings listed below, provided, however, that upon certification and adoption of the 2031 Housing Element (6th Cycle), such findings shall be amended as necessary to achieve consistency with the certified Housing Element. The findings are:

- (a)(1) That the site for the proposed use is adequate in size and shape to accommodate such uses, all yards, open spaces, wall, fences, parking, loading, landscaping, and other features required by the Municipal Code, or the Planning Commission to make sure such use is compatible with the land and uses in the vicinity;
- (a)(2) That the site for the proposed use is related properly to streets and highways to carry the quantity and kind of traffic generated by the proposed use;
- (a)(3) That the proposed use will not adversely affect the abutting property or the permitted use thereof with the provisions of conditions; and
- (a)(4) That the site for the proposed use is in conformance with the General Plan.

(c) Non-Residential Permits. The Planning Commission shall authorize the granting of the conditional use permit for a non-residential use if it makes all of the following findings:

- (1) That the site for the proposed use is adequate in size and shape to accommodate such use or uses and is otherwise physically suitable for the type and intensity of the proposed development; and is adequate to accommodate all yards, open spaces, walls, fences, parking, loading, landscaping, and other features required by the Municipal Code, or as additionally required by the Planning Commission, to ensure such use is compatible with the land and uses in the vicinity;
- (2) That the proposed use will not adversely affect adjacent structures and uses or adversely affect structures or uses in the neighborhood;
- (3) That the site for the proposed use is related properly to streets and highways and can carry the quantity and kind of traffic generated by the proposed use and that the proposed use will not adversely affect the circulation and flow of vehicular and pedestrian traffic in the immediate area;
- (4) That the proposed site and use have adequate utilities, including without limitation, sanitation, wastewater service, water supply, drainage, and other utilities, and adequate facilities for all of these;
- (5) That the proposed use will not create a demand for additional parking which cannot be met safely and efficiently on the site;
- (6) That the proposed use will not be detrimental to the public health, safety, or welfare of adjacent residents, employees, businesses, properties, the neighborhood, and the community;
- (7) That the proposed use will not otherwise constitute a nuisance to adjacent residents, employees, businesses, properties, the neighborhood, or the community; and
- (8) That the site for the proposed use and the proposed use are in conformance with the General Plan, any Specific Plan or Master Plan, any other applicable plan adopted by the City, and this Title 9.

SECTION 5. Amending: Title 9, Chapter 5 Article 6 Section 06 is hereby amended as follows:

9-5-606 Conditional use permits; Denial.

~~If because of the size or character of the use proposed on a particular site, its location, or its relationship to adjoining parcels and uses, the the Planning Commission is unable to~~cannot make, based on the record, the findings ~~set forth in~~required by TMC Section 9-5-504~~604~~, the Planning Commission shall ~~disapprove~~deny the conditional use permit application.

SECTION 6. Amending: Title 9, Chapter 5 Article 6 Section 11 is hereby amended as follows:

9-5-611 Conditional use permits: Renewal.

If an application for renewal is filed prior to expiration, a conditional use permit may be renewed for an additional one (1) year period. The acting agency may grant or deny an application for renewal in the same manner as set forth for the original application. A conditional use permit that has been abandoned pursuant to Section 9-5-611.5 shall not be eligible for renewal.

SECTION 7. ADDITION: Title 9, Chapter 5 Article 6 Section 11.5 is hereby added as follows:

9-5-611.5 Conditional use permits: Discontinuance and Abandonment

(a) Discontinuance of Use. Where a conditional use authorized by a valid conditional use permit has been discontinued for a continuous period of nine (9) months after the use has commenced, the conditional use permit may be subject to abandonment pursuant to this section.

(b) No Automatic Termination. Discontinuance of a conditional use shall not automatically terminate a conditional use permit. A conditional use permit shall remain valid unless and until abandonment is determined in accordance with this section.

(c) Initiation of Abandonment Review. Upon a determination by the Director that a conditional use appears to have been discontinued for the period specified in subsection (a), the Director shall provide written notice to the permit holder and the property owner of record stating that the City intends to consider whether the conditional use permit has been abandoned.

(d) Notice and Hearing. Abandonment of a conditional use permit shall be determined only after a noticed public hearing before the Planning Commission, conducted in the same manner as hearings for the original conditional use permit.

(e) Findings Required. The Planning Commission may determine that a conditional use permit has been abandoned only if it finds, based on substantial evidence in the record, that:

(1) The conditional use was lawfully commenced;

(2) The conditional use has been discontinued for a continuous period of nine (9) months; and

(3) The discontinuance was not temporary in nature and was not caused by circumstances beyond the reasonable control of the permit holder.

(f) Effect of Abandonment. Upon a determination of abandonment, the conditional use permit shall be deemed terminated and void. Any subsequent use of the property shall require a new conditional use permit or other applicable land use entitlement.

(g) Appeal. A determination of abandonment may be appealed in the same manner as other Planning Commission decisions under this title.

(h) Recordation of Termination. Upon expiration, revocation, or a final determination of abandonment of a conditional use permit, the Director is authorized to record a notice or certificate of termination of the conditional use permit with the County Recorder. The notice or certificate shall identify the permit, the property, and the basis for termination and shall be for informational purposes only. Failure to record such notice shall not affect the validity of the termination.

(i) Extension of Discontinuance Period. Prior to the expiration of the nine (9) month discontinuance period described in subsection (a), the permit holder may request a one-time extension of up to nine (9) additional months. The Planning Commission may grant such extension upon a finding that the discontinuance is temporary in nature and that reasonable efforts are being made to reestablish the approved conditional use.

(j) Tolling During Permitted Construction. The discontinuance period described in this section shall be tolled during any period in which the conditional use is unable to operate due to active construction or remodeling conducted pursuant to a valid building permit or other City approval, provided that work is proceeding with reasonable diligence.

SECTION 8. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 9. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of February, 2026, by the following vote:

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

Signed and approved this 10th day of March, 2026.

SIGNED:

AMY BUBLAK, Mayor

ATTEST:

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

APPROVED AS TO FORM:

George A. Petrulakis, City Attorney

RESOLUTION NO. 2026-02

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF TURLOCK
RECOMMENDING THE CITY COUNCIL
APPROVE ORDINANCE AMENDMENT 2026-01 (AMENDMENTS TO THE TURLOCK
MUNICIPAL CODE RELATED TO FAMILY DAY CARE HOME, NONCONFORMING
STRUCTURES AND USES, AND ADMINISTRATION GOVERNING PERMITS AND
CERTIFICATES)**

WHEREAS, repealing a section of Title 9 (Zoning Ordinance) is required to bring the Ordinance into compliance with changes in State law as they relate to regulations for Family Day Care Homes; and

WHEREAS, amendments to Title 9 (Zoning Ordinance) regarding the regulation of Nonconforming structures and uses to have clearer regulations; and

WHEREAS, amendments to Title 9 (Zoning Ordinance) regarding the administration governing permits and certificate are recommended to have clearer regulations;

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), CEQA Guidelines Section 15061(b)(3) of Title 14 of the California Code of Regulations, CEQA does not apply to a project where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment; and

WHEREAS, after public hearing held on February 5, 2026, the Planning Commission determined as follows:

1. That the public necessity, convenience and general welfare support the proposed amendments.
2. That the proposed amendments are consistent with the Turlock General Plan.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission does hereby:

SECTION 1. Find the proposed project "Exempt" from the provisions of the California Environmental Quality Act, pursuant to Public Resources Code Sections 21065 and CEQA Guidelines Section 15061(b)(3) of Title 14 of the California Code of Regulations.

SECTION 2. Recommend that the City Council adopt the amendments to the Turlock Municipal Code attached hereto as Attachment A.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 5th day of February, 2026, by the following vote:

AYES: Tribble, Souza, Davis, Reape, Deol, Saint, Anderson

NOES: None

ABSTAINED: None

NOT PARTICIPATING: None

ABSENT: None

ATTEST: 
Katie Quintero,
Planning Manager & Secretary of the
Planning Commission for the
City of Turlock

City Council Staff Report

February 24, 2026



From: Isaac Moreno, Finance Director
Prepared by: Isaac Moreno, Finance Director
Agendized by: Gary Hampton, Interim City Manager

1. ACTION RECOMMENDED:

Resolution 2026-XXX: Adopting Amendments to the Fiscal Year 2025-2026 Budget as a result of the Mid-Year Budget Review

2. NARRATIVE:

On June 10, 2025 the City Council adopted the Fiscal Year 2025-2026 Budget. Throughout the year, council has received status updates on the current budget. For the mid-year review, a more detailed presentation is provided and cleanup items or new requests are proposed, based on departmental needs and availability of funds.

Cleanup augmentation requests are primarily utilized to update budget amounts that did not carryover from the prior fiscal year. For example, the Police Department proposed cleanup item to budget \$25,000 for MDC's. This request is normally made during the standard annual budget process, however, was not omitted during that process. In addition, the funds needed are in reserves and do not require an appropriation from another funding source.

New augmentation requests are proposed due to new operational needs and requests not funded in the Fiscal Year 2025-2026 budget process. For example, due to the Police Department's recent increase in permitting responsibilities, a new Staff Services Assistant position is being requested.

Staff has included a list of "Recommended" and "Not Recommended" augmentations in "Attachment 2". This includes department cleanup and new budget requests.

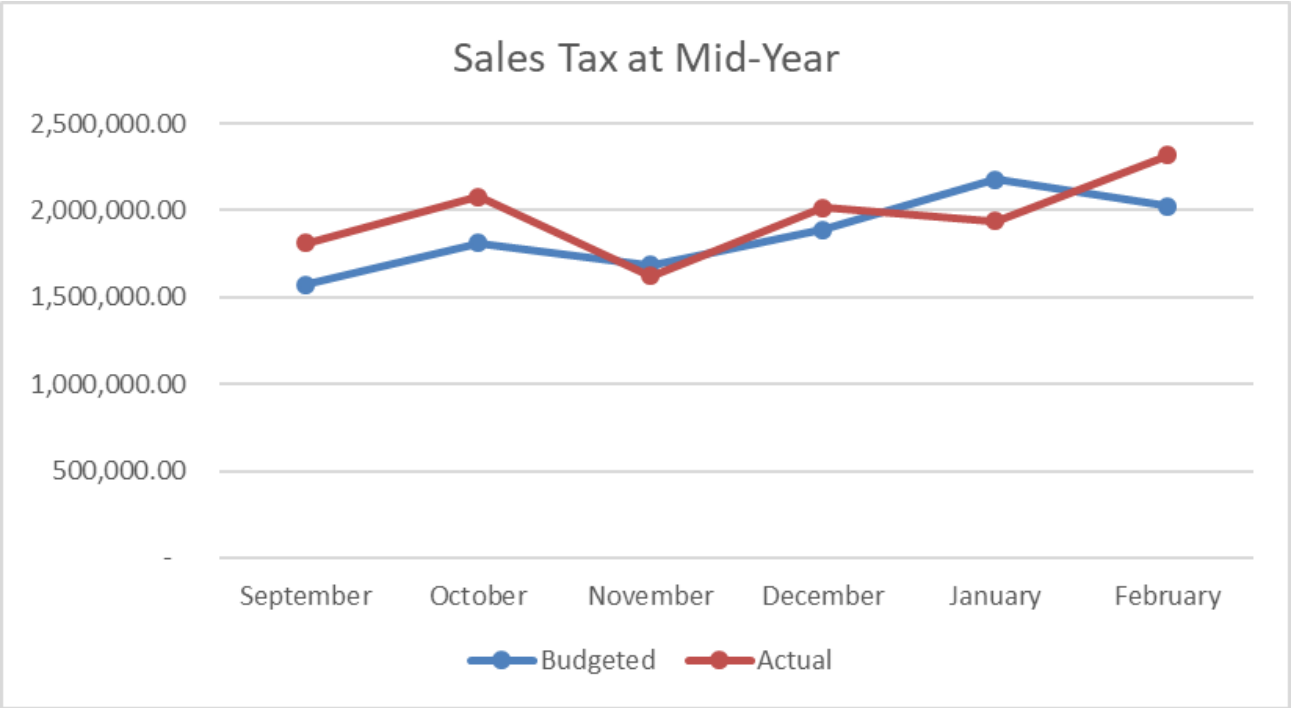
Current Fiscal Year 2025-2026 Review

After review of the second quarter of Fiscal Year 2025-2026 the General Fund reflects a positive net gain of \$3.8 million. Revenues are trending at 50.5% of the adopted budget, while expenditures are at 44.7%. To provide a mid-year analysis, some revenues and expenditures have been accrued and/or forecasted. For example, the sales tax revenues for November and December 2025 are not received until January and February 2026. Therefore, the Finance Department has factored in these accrued and projected amounts to provide a true mid-year analysis. The detailed budget-to-actual analysis is included in "Attachment 2".

Sales Tax

By comparing the budget-to-actual for the first six months of the fiscal year, we conclude that there is a cumulative gain of \$623,349. This depicts a gain of 5.6% over the adopted budget at mid-year. Our most recent sales and use tax forecast report from the City's professional

consultant projects this gain to hold for the remainder of the fiscal year. The table below represents budget vs. actual for the first six months:



Property Tax

The first apportionment of property tax was received on January 20, 2026 in the amount of \$4,207,346 which is 55% of the total allocation. By utilizing this amount to project revenues for the remaining fiscal year, it is estimated property tax will come in under budget by \$350,279 or 4.4%.

Other Funds

The following general and major funds are estimated, with a net gain or loss at mid-year 2025-2026 of:

<u>Fund</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Net Gain/(Loss)</u>
115-Measure A Roads	3,209,317.53	6,763,965.82	(3,554,648.29)
116-Special Public Safety	810,874.93	890,027.15	(79,152.22)
117-Cannabis	895,936.31	13,312.50	882,623.81
118-Measure A General	2,252,708.51	5,200,139.15	(2,947,430.64)
119-American Rescue Plan Act	-	531,340.39	(531,340.39)
120-Tourism	90,962.90	86,478.05	4,484.85
205-Sports Facilities	471,651.53	470,866.96	784.57
410-Water Quality Control	11,706,640.64	13,159,298.65	(1,452,658.01)
420-Water	11,855,989.28	12,154,876.91	(298,887.63)
501-Information Technology	1,284,820.18	1,082,753.86	202,066.32

Fund 115 Measure A Roads estimates a net loss as expected due to the capital improvement projects being funded by reserves. In addition, Fund 118 Measure A General reflects a net loss due to \$2.0 million being transferred to Fire and Police equipment/vehicle replacement programs at the beginning of the fiscal year as well as Measure A sales tax revenues for November and December 2025 not being received until January and February 2026. .

Summary

In conclusion, the General Fund mid-year reflects a positive net gain \$3.8 million. However, \$2.1 million of this amount is due to salary savings as a result of vacancies across all General Fund departments.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The requested budget augmentations are detailed in “Attachment 2” with the designated funding sources.

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. FY 2025-2026 Mid Year Budget Review Draft Resolution
2. FY 2025-2026 Mid Year Budget Review Document

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF ADOPTING AMENDMENTS } RESOLUTION NO. 2026-XXX
TO THE FISCAL YEAR 2025-2026 BUDGET AS }
A RESULT OF THE MID YEAR BUDGET }
REVIEW }
_____ }**

WHEREAS, annually the City Council adopts a budget for the General Fund and Non-General Funds to cover the projected revenues and expenses for the fiscal year; and

WHEREAS, on June 10, 2025 the City Council adopted a budget plan to serve as a living document to be formally reviewed on a regular basis in order to assess revenues and expenditures to determine whether any adjustments should be incorporated as amendments to the adopted budget; and

WHEREAS, a review of the First Quarter budget of Fiscal Year 2025-2026 was conducted and approved by Council on December 9, 2025 to fund operational and service level needs; and

WHEREAS, a review of the Second Quarter budget of Fiscal Year 2025-2026 was conducted on February 24, 2026 where staff presented how proposed additional requested resources would serve to address operational and service level needs as well as carryover items from the prior fiscal year; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt amendments to the budget as detailed in Attachment 2 for the City of Turlock General Fund and Non-General Funds for Fiscal Year 2025-2026.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th 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 OF TURLOCK
FISCAL YEAR 2025-2026
MID YEAR BUDGET REVIEW - 2/24/2026
TABLE OF CONTENTS**

Description	Page Numbers
--------------------	---------------------

General Fund Reserve	1
General Fund Summary	2
Summary of Recommended Requests	3-6
Summary of NOT Recommended Requests	7-8
Augmentation Forms for Recommended Requests	9-25



General Fund Reserve Balance

Fund Balance Category	6/30/2021 Actual	6/30/2022 Actual	6/30/2023 Actual	6/30/2024 Actual	6/30/2025 Actual as of 2/19/26
ASSIGNED:					
Resolution 2011-123 \$6.5 million (Fund 111)	6,500,000	6,500,000			
GF Reserve Policy - 17.50% Working Capital*			11,938,136	10,934,311	11,234,721
GF Reserve Policy - 5.00% Emergency Contingency*			3,410,896	3,124,089	3,209,920
UNASSIGNED:	8,883,416	12,273,469	14,456,396	16,995,244	19,742,079
TOTAL GENERAL FUND RESERVE BALANCE	\$ 15,383,416	\$ 18,773,469	\$ 29,805,428	\$ 31,053,644	\$ 34,186,720
Increase / (Decrease) from PFY	5,238,912	3,390,053	11,031,960	1,248,216	3,133,076

Audit in progress

*Reserve Policy adopted 5/23/2023

Other Reserve Balances

Fund Balance Category	6/30/2021 Actual	6/30/2022 Actual	6/30/2023 Actual	6/30/2024 Actual	6/30/2025 Actual as of 2/19/26
COMMITTED:					
Fund 112 - GF Reserve for Capital Purchases				2,200,000	2,200,000
Fund 113 - Parks, Arts & Rec Commission	1,281	1,281	1,281	52	-
Fund 116 - Public Safety	954,219	1,279,354	1,671,480	2,090,754	1,982,314
Fund 117 - Cannabis	1,186,840	2,470,022	1,250,565	(140,184)	1,077,395
Fund 115 - Measure A Roads	1,612,303	6,672,635	11,325,952	12,563,337	13,800,720
Fund 118 - Measure A	1,288,174	7,823,566	6,160,016	7,037,774	7,270,667
Fund 119 - ARPA	-	6,703,462	9,108,284	5,790,889	3,985,983
Fund 120 - Tourism	1,489,656	1,602,242	1,599,853	1,252,718	1,414,404
TOTAL COMMITTED BALANCES	\$ 6,532,473	\$ 26,552,562	\$ 31,117,431	\$ 30,795,340	\$ 31,731,483

CITY OF TURLOCK MID YEAR BUDGET REVIEW FISCAL YEAR 2025-2026

General Fund (Fund 110) Budget Summary

Revenues - General Fund Department		FY 25-26 Adopted Budget	FY 25-26 Amendments to 12/31/25	FY 25-26 Amended Budget	FY 25-26 Actual YTD at 12/31/25	Percentage Used
000	Non Departmental	\$ 55,586,900		\$ 55,586,900	\$ 28,421,990	51.1%
100	City Council	\$ -	\$ 2,450	\$ 2,450	\$ 2,450	100.0%
102	City Manager	\$ -	\$ 6,991	\$ 6,991	\$ 6,991	100.0%
103	Economic Development and Comm.	\$ -		\$ -		
104	City Clerk	\$ -	\$ 2,804	\$ 2,804	\$ 2,804	100.0%
106	Finance	\$ 22,128	\$ 10,450	\$ 32,578	\$ 21,252	65.2%
108	City Attorney	\$ -		\$ -	\$ 2,545	
109	Human Relations	\$ -	\$ 9,720	\$ 9,720	\$ 9,720	100.0%
112	General Government	\$ -		\$ -	\$ 101	
200	Police Services - Special Operations	\$ 208,000	\$ 78,448	\$ 286,448	\$ 239,471	83.6%
205	Police Services - Support Operations	\$ -		\$ -		
210	Police Services - Field Operations	\$ 1,854,700	\$ 9,970	\$ 1,864,670	\$ 794,589	42.6%
215	Animal Services	\$ 99,500	\$ 6,410	\$ 105,910	\$ 44,817	42.3%
300	Fire Department	\$ 809,600	\$ 26,163	\$ 835,763	\$ 334,198	40.0%
400	Planning	\$ 180,880	\$ 6,559	\$ 187,439	\$ 128,783	68.7%
405	Building	\$ 1,831,200	\$ 14,091	\$ 1,845,291	\$ 1,154,365	62.6%
410	Engineering	\$ 2,712,500	\$ 30,874	\$ 2,743,374	\$ 1,148,069	41.8%
500	Public Facilities	\$ -		\$ -		
600	Park Maintenance	\$ 123,500		\$ 123,500	\$ 60,499	49.0%
620	Parks, Recreation & Public Facilities	\$ 75,000	\$ 14,404	\$ 89,404	\$ 50,495	56.5%
622	Recreation - Programs/Events	\$ 125,900		\$ 125,900	\$ 45,838	36.4%
624	Recreation - Sports	\$ 95,000		\$ 95,000	\$ 32,850	34.6%
626	Recreation - Aquatics	\$ 123,500		\$ 123,500	\$ 28,607	23.2%
630	Recreation - Prevention/Youth	\$ 525,000		\$ 525,000	\$ 80,817	15.4%
Total Revenue		\$ 64,373,308	\$ 219,334	\$ 64,592,642	\$ 32,611,251	50.5%

Expenses - General Fund Department		FY 25-26 Adopted Budget	FY 25-26 Amendments to 12/31/25	FY 25-26 Amended Budget	FY 25-26 Actual YTD at 12/31/25	Percentage Used
000	Non Departmental	\$ -		\$ -		
100	City Council	\$ 137,774		\$ 137,774	\$ 54,407	39.5%
102	City Manager	\$ 1,284,089		\$ 1,284,089	\$ 377,861	29.4%
103	Economic Development and Comm.	\$ 468,675		\$ 468,675	\$ 231,728	49.4%
104	City Clerk	\$ 847,822		\$ 847,822	\$ 307,636	36.3%
106	Finance	\$ 2,159,944	\$ 11,850	\$ 2,171,794	\$ 970,452	44.7%
108	City Attorney	\$ 817,862		\$ 817,862	\$ 294,510	36.0%
109	Human Relations	\$ 2,272,084	\$ 80,016	\$ 2,352,100	\$ 1,044,018	44.4%
112	General Government	\$ 1,889,506		\$ 1,889,506	\$ 904,868	47.9%
200	Police Services - Special Operations	\$ 7,997,459		\$ 7,997,459	\$ 3,658,232	45.7%
205	Police Services - Support Operations	\$ 4,285,856		\$ 4,285,856	\$ 1,945,743	45.4%
210	Police Services - Field Operations	\$ 16,866,683		\$ 16,866,683	\$ 8,128,999	48.2%
215	Animal Services	\$ 747,511		\$ 747,511	\$ 355,371	47.5%
300	Fire Department	\$ 13,188,807		\$ 13,188,807	\$ 5,943,425	45.1%
400	Planning	\$ 1,144,574		\$ 1,144,574	\$ 441,167	38.5%
405	Building	\$ 2,310,303		\$ 2,310,303	\$ 778,643	33.7%
410	Engineering	\$ 3,806,473	\$ 49,800	\$ 3,856,273	\$ 1,590,439	41.2%
500	Public Facilities	\$ 840,872		\$ 840,872	\$ 382,733	45.5%
600	Park Maintenance	\$ 1,387,827		\$ 1,387,827	\$ 623,623	44.9%
620	Parks, Recreation & Public Facilities	\$ 475,335		\$ 475,335	\$ 254,405	53.5%
622	Recreation - Programs/Events	\$ 97,994		\$ 97,994	\$ 27,979	28.6%
624	Recreation - Sports	\$ 297,011		\$ 297,011	\$ 176,720	59.5%
626	Recreation - Aquatics	\$ 362,171		\$ 362,171	\$ 163,964	45.3%
630	Recreation - Prevention/Youth	\$ 511,773		\$ 511,773	\$ 114,782	22.4%
Total Expenses		\$ 64,198,405	\$ 141,666	\$ 64,340,071	\$ 28,771,705	44.7%

Total Revenue Over/(Under) Expenses **\$ 174,903** **\$ 77,668** **\$ 252,571** **\$ 3,839,546**

CITY OF TURLOCK
Budget Augmentation Request Summary - RECOMMENDING - Mid Year Review FY 25/26
GENERAL FUND and NON GENERAL FUND
February 24, 2026

NEW REQUESTS

Funded by General Fund - Economic Development						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Admin	103-Economic Development	110-General Fund	Contractual	Centralized high-performance storage system to support the City's media production needs.	\$ 10,000	110-10-103.43125_010
Admin	103-Economic Development	110-General Fund	Contractual	Discover Turlock for the Holidays marketing	\$ 16,950	110-10-103.43060_000
Admin	103-Economic Development	110-General Fund	Supplies & Maint.	campaign	\$ 2,920	110-10-103.44001_000
TOTAL COST					\$ 29,870	

Funded by General Fund - Finance						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Admin	106-Finance	110-General Fund	Salary & Benefits	Reclassification of Purchasing Specialist to Purchasing Coordinator due to operational needs and increased responsibilities; Effective 3/1/2026	\$ 2,164	110-10-106.41001 & benefits
TOTAL COST					\$ 2,164	

Funded by General Fund - Police Operations						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Police	200-Special Operations	110-General Fund	Salary & Benefits	New Staff Services Assistant to support increased permitting responsibilities; (50% Fund 110 Police Special Operations & 50% Fund 117 Cannabis); Effective 3/1/2026	\$ 12,693	110-20-210.41100_032
TOTAL COST					\$ 12,693	

Funded by Building/Small Equip. Replacement						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Admin	405-Building	110-General Fund	Salary & Benefits	Reclassification of Staff Services Analyst (TCEA) to Building Services Manager (MGMT) due to	\$ 3,372	110-40-405.41001 & benefits
Non Departmental	000-Non Departmental	240-Small Equipment Replacement	Salary & Benefits	operational needs of Building & Safety Division (50% Fund 110 & 50% Fund 240); Effective 3/1/2026	\$ 3,372	240-00-000-227.41001 & benefits
TOTAL COST					\$ 6,744	

Funded by Cannabis						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Admin	190-Cannabis	117-Cannabis	Salary & Benefits	New Staff Services Assistant to support increased permitting responsibilities; (50% Fund 110 Police Special Operations & 50% Fund 117 Cannabis); Effective 3/1/2026	\$ 12,693	117-10-190.41001 & benefits
TOTAL COST					\$ 12,693	

CITY OF TURLOCK
Budget Augmentation Request Summary - RECOMMENDING - Mid Year Review FY 25/26
GENERAL FUND and NON GENERAL FUND
February 24, 2026

Funded by Small Equipment Replacement - Cable Franchise PEG Fees						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Non Departmental	000-Non Departmental	240-Small Equipment Replacement	Capital Outlay	Annual website cost and audio/visual equipment in Council Chambers	\$ 250,000	240-00-000-203.51005_001
TOTAL COST					\$ 250,000	

Funded by Housing-CDBG						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Housing	485-CDBG	255-CDBG	Other	Costs associated with the rehabilitation and escrow to sell three (3) City-owned properties	\$ 150,000	255-41-485.47210_001
TOTAL COST					\$ 150,000	

Funded by Sewer						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Municipal Services Priority: 1 of 4	530-Operations	410-Sewer	Salary & Benefits	Reclassification of Staff Services Assistant to Staff Services Technician to assist Division Manager by performing more analytics duties and ensure regulatory compliance. (50% Fund 410 & 50% Fund 420); Effective 3/1/2026	\$ 1,438	410-51-530.41001 & benefits
Municipal Services Priority: 2 of 4	530-Operations	410-Sewer	Salary & Benefits	Reclassification of two (2) Utility Maintenance Worker I to Utility Maintenance Senior to assist with oversight and review of subordinate work; (50% Fund 410 & 50% Fund 420) Effective 3/1/2026	\$ 3,751	410-51-530.41001 & benefits
Municipal Services Priority: 2 of 4	531-Collection System	410-Sewer	Salary & Benefits	Reclassification of one (1) Utility Maintenance Worker I to Utility Maintenance Senior to assist with oversight and review of subordinate work; (50% Fund 410 & 50% Fund 420) Effective 3/1/2026	\$ 1,876	410-51-531.41001 & benefits
Municipal Services	530-Operations	410-Sewer	Salary & Benefits	Reclassification of Environmental Compliance Inspector to Water Resource Analyst I to support City's programs and operations. This position is recommended in staffing study, included in rate study, and supported by adopted sewer rates; Effective 3/1/2026	\$ (766)	410-51-530.41001 & benefits
Municipal Services Priority: 4 of 4	531-Collection System	410-Sewer	Contractual	Unforeseen repairs to V#CL14-850, 2014 Sewer Vactor machine and repairs to other specialized vehicles	\$ 55,000	410-51-531.46025
TOTAL COST					\$ 61,299	

CITY OF TURLOCK
Budget Augmentation Request Summary - RECOMMENDING - Mid Year Review FY 25/26
GENERAL FUND and NON GENERAL FUND
February 24, 2026

Funded by Water						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Municipal Services	550-Operations	420-Water	Supplies & Maint.	Subscription for Aquatic Informatics to improve reliability of the systems data	\$ 35,000	420-52-550.44010_001
Municipal Services	550-Operations	420-Water	Salary & Benefits	Reclassification of Staff Services Assistant to Staff Services Technician to assist Division Manager by performing more analytics duties and ensure regulatory compliance. (50% Fund 410 & 50% Fund 420); Effective 3/1/2026	\$ 1,438	420-52-550.41001 & benefits
Municipal Services Priority: 2 of 4	550-Operations	420-Water	Salary & Benefits	Reclassification of three (3) Utility Maintenance Worker I to Utility Maintenance Senior to assist with oversight and review of subordinate work; (50% Fund 410 & 50% Fund 420) Effective 3/1/2026	\$ 5,622	420-52-550.41001 & benefits
TOTAL COST					\$ 42,060	

CLEAN UP/CARRYOVER

Funded by General Fund - Small Equipment/Asset Replacement						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Police	137-Small Equipment	130-General Fund (Equip Replacement)	Equipment	Purchase of MDC's for Police	\$ 25,000	130-20-137-213.51117
TOTAL COST					\$ 25,000	

Funded by Bicycle Safety Fund						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Police	245-Bicycle	202-Bicycle Safety	Equipment	Purchase of electric bikes for bicycle team	\$ 15,000	202-20-245.44080
TOTAL COST					\$ 15,000	

Funded by Sports Facilities						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Parks	602-Regional Sports Complex	205-Sports Facilities	Revenue	Deposit funds (remaining balance) from Turlock Regional Sports Complex bank account (close account) to the City of Turlock Sports Facilities Fund	\$ (6,668)	205-60-602.37010_000
Parks	602-Regional Sports Complex	205-Sports Facilities	Supplies & Maint.	for the purchase of goals and a mower.	\$ 6,668	205-60-602.44001_000
TOTAL COST					\$ -	

Funded by Police Services Grants						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Police	255-Grants-Police	266-Police Services Grants	Other	For new program "The Healthy Rooms Project" to be funded by donation being presented to Council at 2/24/2026 Council Meeting.	\$ 7,500	266-20-255-351.47157_002
TOTAL COST					\$ 7,500	

CITY OF TURLOCK
Budget Augmentation Request Summary - RECOMMENDING - Mid Year Review FY 25/26
GENERAL FUND and NON GENERAL FUND
February 24, 2026

Funded by Capital Improvements						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Municipal Services	520-Capital Improvements	301-Capital Improvements	Capital Outlay	Replenish funds for City Facilities Repairs after transfer for Senior Center Project	\$ 20,000	301-50-520.51301
TOTAL COST					<u>\$ 20,000</u>	
GRAND TOTAL					<u><u>635,023</u></u>	

SUMMARY

	Number of Staff		Subtotals	TOTALS
GENERAL FUND (Fund 110 and 130)				
Full Time	0.5		\$ 12,693	
Reclassifications	1.5		\$ 5,536	
Overtime			\$ -	
Other			\$ 54,870	\$ 73,099
NON GENERAL FUND (all except Fund 110 and 130)				
Full Time	0.5		\$ 12,693	
Reclassifications	5.5		\$ 16,731	
Overtime			\$ -	
Other			\$ 532,500	\$ 561,924
Revenue = Increase as negative number			<u>\$ 635,023</u>	<u>\$ 635,023</u>
Expense = Increase as positive number				

CITY OF TURLOCK
Budget Augmentation Request Summary NOT RECOMMENDING - Mid Year Review FY 25/26
GENERAL FUND and NON GENERAL FUND
February 24, 2026

NEW REQUESTS

Funded by General Fund - Police Operations						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Police Priority: 1 of 5	210-Field Operations	110-General Fund	Salary & Benefits	Overtime for Collateral Duty Training, as current budget is not sufficient	\$ 125,000	110-20-210.41100_032
Police Priority: 2 of 5	210-Field Operations	110-General Fund	Salary & Benefits	Overtime for Court appearances, as current budget is not sufficient	\$ 60,000	110-20-210.41100_003
Police Priority: 3 of 5	210-Field Operations	110-General Fund	Salary & Benefits	Overtime for the CARE team to respond to community outreach	\$ 50,000	110-20-210.41100_031
Police Priority: 4 of 5	210-Field Operations	110-General Fund	Transfers Out	To transfer funds to Fund 240 to bring funding for Police Equipment to a sustainable level to meet the needs of the department, as funding was cut during FY 25/26 budget.	\$ 32,520	110-20-210.48001_123
Non Departmental	000-Non Departmental	240-Small Equipment Replacement	Transfers In	To transfer funds from Fund 110 to bring funding for Police Equipment to a sustainable level to meet the needs of the department, as funding was cut during FY 25/26 budget.	\$ (32,520)	240-00-000-213.38001_123
Police Priority: 5 of 5	210-Operations	110-General Fund	Transfers Out	To transfer funds to Fund 506 to bring funding for Police Vehicle and Equipment replacement to a sustainable level to meet the needs of the department, as funding was cut during FY 25/26	\$ 162,254	110-20-210.48001_090
Non Departmental	000-Non Departmental	506-Vehicle/Equipment Replacement	Transfers In	To transfer funds from Fund 110 to bring funding for Police Vehicles to a sustainable level to meet the needs of the department, as funding was cut during FY 25/26 budget.	\$ (162,254)	506-00-000-213.38001_090
TOTAL COST					\$ 235,000	

Funded by General Fund - Engineering						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Development Services	410-Engineering	110-General Fund	Salary & Benefits	Reclassification of Public Works Supervisor/Land Surveyor to Principal Civil Engineer to oversee Public Works Inspectors and Development Engineering Division; Effective 3/1/2026	\$ 2,547	110-40-410.41001 & benefits
TOTAL COST					\$ 2,547	

Funded by Sewer						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Municipal Services Priority: 3 of 4	534-Capital Repair/Replacement	410-Sewer	Capital	Replace V#CL03-837, 2003 Caterpillar 420D CAT Backhoe to become out of compliance due to California's stringent emission regulations; (50% Fund 410 & 50% Fund 420)	\$ 100,000	410-51-534.51020
TOTAL COST					\$ 100,000	

CITY OF TURLOCK
Budget Augmentation Request Summary NOT RECOMMENDING - Mid Year Review FY 25/26
GENERAL FUND and NON GENERAL FUND
February 24, 2026

Funded by Water						
Department	Division	Funding Source	Classification	Description	Amount	Account #
Municipal Services Priority: 3 of 4	550-Operations	420-Water	Capital	Replace V#CL03-837, 2003 Caterpillar 420D CAT Backhoe to become out of compliance due to California's stringent emission regulations; (50% Fund 410 & 50% Fund 420)	\$ 100,000	420-52-550.51020

TOTAL COST \$ 100,000

GRAND TOTAL 437,547

SUMMARY

	Number of Staff		Subtotals		TOTALS
GENERAL FUND (Fund 110 and 130)					
Full Time					
Reclassifications	1.0		\$ 2,547		
Overtime			\$ 235,000		
Other			\$ 194,774	\$	432,321
NON GENERAL FUND (all except Fund 110 and 130)					
Full Time			\$ -		
Reclassifications			\$ -		
Overtime			\$ -		
Other			\$ 5,226	\$	5,226
Revenue = Increase as negative number			\$ 437,547	\$	437,547
Expense = Increase as positive number					

**FISCAL YEAR 2025-26
MID-YEAR BUDGET AUGMENTATION REQUEST - 1**

Requesting Department: Municipal Services - Sewer and Water

General Ledger Account Number	General Ledger Account Description	Amended FY 25-26 Budget	Additional Amount Requested for FY 25-26	Total FY 25-26 Budget Amount With Augmentation
410-51-530.41001 & benefits	50% Salary & Benefits	\$ 3,413,613	\$ 1,438	\$ 3,415,051
420-52-550.41001 & benefits	50% Salary & Benefits	\$ 2,884,798	\$ 1,438	\$ 2,886,236
				\$ -
				\$ -
				\$ -
				\$ -
Total Additional Amount Requested			\$ 2,876	

Include all ongoing maintenance costs, certifications, replacement costs, etc.

<p>Place "X" in box(s)</p> <table style="width: 100%;"> <tr><td><input checked="" type="checkbox"/></td><td>Personnel</td></tr> <tr><td><input type="checkbox"/></td><td>Equipment</td></tr> <tr><td><input type="checkbox"/></td><td>Contractual</td></tr> <tr><td><input type="checkbox"/></td><td>Supplies & Maintenance</td></tr> <tr><td><input type="checkbox"/></td><td>Capital</td></tr> <tr><td><input type="checkbox"/></td><td>Other</td></tr> <tr><td><input type="checkbox"/></td><td>Contract Carryover</td></tr> </table>	<input checked="" type="checkbox"/>	Personnel	<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Contractual	<input type="checkbox"/>	Supplies & Maintenance	<input type="checkbox"/>	Capital	<input type="checkbox"/>	Other	<input type="checkbox"/>	Contract Carryover	<p>If Personnel, place "X" in one box</p> <table style="width: 100%;"> <tr><td><input type="checkbox"/></td><td>Existing Classification</td></tr> <tr><td><input type="checkbox"/></td><td>New Classification</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>Reclassification</td></tr> </table>	<input type="checkbox"/>	Existing Classification	<input type="checkbox"/>	New Classification	<input checked="" type="checkbox"/>	Reclassification
<input checked="" type="checkbox"/>	Personnel																				
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<input type="checkbox"/>	Contractual																				
<input type="checkbox"/>	Supplies & Maintenance																				
<input type="checkbox"/>	Capital																				
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<input type="checkbox"/>	Contract Carryover																				
<input type="checkbox"/>	Existing Classification																				
<input type="checkbox"/>	New Classification																				
<input checked="" type="checkbox"/>	Reclassification																				

Justification:

The Department is requesting to reclassify a Staff Services Assistant (TCEA Range 21.0) to a Staff Services Technician (TCEA Range 23.0), effective 3/1/2026. The Utilities Division operates and manages all water, sewer and storm infrastructures. The facility is directly regulated by the EPA, Federal and State Water Boards, Department of Drinking Water, Stanislaus County, and the San Joaquin Valley Air Pollution Control District. The requested staff services technician would assist the Division Manager by performing more analytics duties (such as the process of extracting and presenting statistical and financial data from reports, budgets, and special projects, as well as doing research and preparing associated reports, as well as investigating concerns linked to departmental operations) and making sure the department is under regulatory compliance.

Annual Cost = \$8,628; 3/1/26-6/30/26 Cost = \$2,876

**FISCAL YEAR 2025-26
MID-YEAR BUDGET AUGMENTATION REQUEST**

Requesting Department: Municipal Services-Sewer

General Ledger Account Number	General Ledger Account Description	Amended FY 25-26 Budget	Additional Amount Requested for FY 25-26	Total FY 25-26 Budget Amount With Augmentation
410-51-530.41001 & benefits	Salary and Benefits	\$ 3,413,613	\$ (766)	\$ 3,412,847
				\$ -
				\$ -
				\$ -
				\$ -

Total Additional Amount Requested

\$ (766)

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Savings

- Place "X" in box(s)
- Personnel
 - Equipment
 - Contractual
 - Supplies & Maintenance
 - Capital
 - Other
 - Contract Carryover

- If Personnel, place "X" in one box
- Existing Classification
 - New Classification
 - Reclassification

Justification:

Reclassify one (1) Environmental Compliance Inspector (TCEA Range 27.4) to one (1) Water Resource Analyst I (TCEA Range 27.3). The Water Quality Control Division's Regulatory Program operates and supports the City's wastewater treatment facility, which is directly regulated by the U.S. Environmental Protection Agency (EPA), the Federal and State Water Boards, Cal Recycle, Stanislaus County, and the San Joaquin Valley Air Pollution Control District. The requested Water Resource Analyst position would perform a variety of professional duties related to water resources planning, regulatory studies, and special projects. This role will help ensure the City's programs and operations remain compliant with all applicable regulations and will support the preparation of required technical reports and regulatory submittals. This position is fully supported by the adopted sewer rates.
Annual Savings = (2,299); 3/1/26-6/30/26 Savings = (\$766)

**FISCAL YEAR 2025-26
MID-YEAR BUDGET AUGMENTATION REQUEST**

Requesting Department: Municipal Services - Maintenance (TRSC)

General Ledger Account Number	General Ledger Account Description	Amended FY 25-26 Budget	Additional Amount Requested for FY 25-26	Total FY 25-26 Budget Amount With Augmentation
205-60-602.37010_000	Miscellaneous General Revenue	\$ -	\$ 6,668	\$ 6,668
205-60-602.44001_000	Supplies General Expense	\$ 60,000	\$ 6,668	\$ 66,668
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			<u>\$ -</u>	

Clean Up

Total Additional Amount Requested

Include all ongoing maintenance costs, certifications, replacement costs, etc.

Net zero, increase in revenues & expenses are equal

- Place "X" in box(s)
- Personnel
 - Equipment
 - Contractual
 - Supplies & Maintenance
 - Capital
 - Other
 - Contract Carryover

- If Personnel, place "X" in one box
- Existing Classification
 - New Classification
 - Reclassification

Justification:

When the Turlock Regional Sports Complex was built, a bank account was opened at WestAmerica Bank to collect donations. These funds were to be used on equipment, improvements, and enhancements to the facility as needed. There has been minimal activity in this account during the last several years. The City of Turlock would like to utilize the remaining balance of \$6,668.06 as of 1/31/26 in the WestAmerica account to purchase goals and a mower for the facility. Therefore, a budget augmentation is needed to increase revenue to the Turlock Regional Sports Complex Fund at the City of Turlock in the amount of \$6,668.06, with a corresponding augmentation to the Supplies General expense account to purchase goals and a mower for the facility.

City Council Staff Report

February 24, 2026



From: Isaac Moreno, Finance Director
Prepared by: Isaac Moreno, Finance Director
Agendized by: Gary Hampton, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting reduced Capital Facilities Fees from Commercial, Retail, and Industrial development projects and appropriating Five Hundred Thousand (\$500,000) from unrestricted reserves in Fund 120 (Tourism)

2. NARRATIVE:

On November 12, 2013, at a regular City Council Meeting, the City Council, in Resolution No. 2013-202, adopted the Capital Facilities Fee (CFF) Nexus Study (“Nexus Study”) and established Capital Facilities Fees in compliance with the Mitigation Fee Act (Government Code § 66000 et seq.) and all applicable state and federal laws. Impact fees are one-time charges on new development collected and used by jurisdictions (e.g., a City or County) to cover the cost of capital facilities and infrastructure that is required to serve new residential and commercial growth. Impact fees are generally collected upon issuance of a building permit, although some jurisdictions collect them at certificate of occupancy. The City of Turlock currently has an established CFF program with fees that vary by “zone of benefit.” This study is designed to update these existing fees based on new land use and growth projections as well as estimated capital facilities needs and their corresponding costs. This study can be found on the city website [here](#).

In an attempt to promote business growth in the City of Turlock, staff is requesting a reduction of capital facilities fees by 25% within the following categories:

- Commercial/Retail < 100,000 sq. ft.
- Commercial/Retail ≥ 100,000 sq. ft.
- Gas Station
- Hotel/Motel
- Office
- Medical Office
- Hospital
- Institutional/Assembly
- Industrial <25,000 sq. ft.
- Industrial ≥25,000 sq. ft.
- Warehouse

The proposed new fee amounts are attached as Exhibit A. All current calculation and escalation factors will remain in effect.

To ensure that the City has the funds to construct the public facilities needed to serve new development, the City desires to appropriate Five Hundred Thousand (\$500,000) from

unrestricted reserves in Fund 120 "Tourism" to expense account number 120-10-120.47367 "Economic Development Expenses", for the current fiscal year, for potential transfer to the Capital Facilities Fees Fund, in an amount equal to the revenue lost from the adoption of reduced Capital Facilities Fees for commercial, retail, and industrial projects.

3. FISCAL IMPACT / BUDGET AMENDMENT:

An appropriation of Five Hundred Thousand (\$500,000) from unrestricted reserves in Fund 120 "Tourism" to expense account number 120-10-120.47367 "Economic Development Expenses" is being requested to start this program. During the Fiscal Year 2026-2027 budget review, staff will discuss the success of this program, available funds, and development of a new Capital Facilities Fee nexus study.

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 Business Incentive Program Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING REDUCED	}	RESOLUTION NO. 2026-XXX
CAPITAL FACILITIES FEES FOR	}	
COMMERCIAL, RETAIL, AND INDUSTRIAL	}	
DEVELOPMENT PROJECTS AND	}	
APPROPRIATING FIVE HUNDRED THOUSAND	}	
(\$500,000) FROM UNRESTRICTED RESERVE	}	
IN FUND 120 (TOURISM)	}	
<hr style="border: 1px solid black;"/>		

WHEREAS, the Turlock Municipal Code Chapter 8-11 imposes upon all development projects within the City of Turlock (“City”) the requirement to pay a Capital Facility Fee (“Capital Facilities Fee”) to defray all or a portion of the cost of public facilities related to the development project and allows the City Council to establish the amounts of the Capital Facilities Fee by resolution; and

WHEREAS, Section 8-11-03 of the Turlock Municipal Code defines “development” or “development project” as construction, alteration, or addition of any building, structure, or area, or a change of use of any existing building, structure, or area, or any portion thereof; and

WHEREAS, on November 12, 2013, at a regular City Council Meeting, the City Council, in Resolution No. 2013-202, adopted the Capital Facilities Fee Nexus Study (“Nexus Study”) and established Capital Facilities Fees in compliance with the Mitigation Fee Act (Government Code § 66000 et seq.) and all applicable state and federal laws; and

WHEREAS, Theme #3 of the Turlock General Plan, seeks to attract new businesses to create well-paying jobs and maintain a good jobs/housing balance, recognizing that population and economic growth are intertwined, and that new industries boost revenue, competitiveness, new residents, and opportunities for existing ones; and

WHEREAS, a lower economic burden on construction of commercial, retail, and industrial projects in the City will strengthen the commercial environment, attract unique retail and industrial businesses that promote tourism and job creation, and create new jobs to bolster the community and economy; and

WHEREAS, more commercial, retail, and industrial development in the City can provide residents with more jobs and more local shopping, dining, recreation and entertainment opportunities; and

WHEREAS, City desires to reduce Capital Facilities Fees below the maximum fee amounts, as justified by the Nexus Study and increased annually by ENR, for commercial, retail, and industrial development projects to further the policies, goals, and programs referenced herein; and

WHEREAS, these reduced fees will apply directly and automatically to eligible projects without a need for application or discretionary approval; and

WHEREAS, to ensure that the City has the funds to construct the public facilities needed to serve new development, the City desires to appropriate from unrestricted reserves in Fund 120 "Tourism" to expense account number 120-10-120.47367 "Economic Development Expenses", for the current fiscal year, for potential transfer to the Capital Facilities Fee Fund, in an amount equal to the revenue lost from the adoption of reduced Capital Facilities Fees for commercial, retail, and industrial projects; and

WHEREAS, this Capital Facilities Fees reduction is temporary in nature and will be reviewed annually to confirm that it continues to serve the City's interests and that sufficient financial means exist to fund associated infrastructure needs; and

WHEREAS, the Nexus Study justifying the current fee amounts and Resolution No. 2013-202, which adopted the current fee amounts, remain fully valid and unaffected by the City's adoption of the reduced Capital Facilities Fees, and as such, the City Council may restore the Capital Facilities Fees to their fully justified amounts without conducting a new Nexus Study or adhering to the processes and procedures required for adopting or increasing fees.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Turlock, California,

Section 1. Findings. The above recitals are true and correct, and incorporated herein, by reference, and each is relied upon independently by the City Council for its adoption of this Resolution.

Section 2. Environmental Findings. This action is not subject to the provisions of the California Environmental Quality Act (CEQA) because this action is not a project within the meaning of the CEQA Guidelines Section 15378 and 15061(b)(3) as it has no potential for physical effects on the environment because it adopts reduced Capital Facilities Fees for certain development but does not commit the City to any specific project, and said fees and/or charges are applicable to future development projects and/or activities, each of which future projects and/or activities will be fully evaluated in full compliance with CEQA when sufficient physical details regarding said projects and/or activities are available to permit meaningful CEQA review (see CEQA Guidelines, Section 15004(b)(1)).

Section 3. Adoption of Reduced Fees. The City Council hereby adopts the reduced Capital Facilities Fees for commercial, retail, and industrial projects in the amounts and according to the schedules as set forth in **Exhibit A** attached to this resolution and incorporated herein. All other Capital Facilities Fees will remain unchanged. The fees set forth in Exhibit A shall be incorporated into the City's Master Fee Schedule.

Section 4. Appropriation of Funds. The sum of Five Hundred Thousand (\$500,000) is hereby appropriated from unrestricted reserves to Fund 120 "Tourism" to expense account number 120-10-120.47367 "Economic Development Expenses" to be allocated for Fiscal Year 2025-2026 to ensure that the infrastructure funded by Capital Facilities Fees continues to have adequate financing. At the end of the fiscal year, the Finance

Director shall determine the amount of revenue lost to the Capital Facilities Fee Fund as a result of the City Council's adoption of this Resolution and transfer that amount to the Capital Facilities Fee Fund. If the amount of lost revenue exceeds the annual amount for Fiscal Year 2025-2026, then the full amount appropriated shall be transferred.

Section 5. Annual Review. The City Council hereby directs the Finance Director to conduct an annual review of the reduced Capital Facilities Fees adopted by this Resolution to determine: (i) whether it remains desirable for the City's development objectives to impose reduced Capital Facilities Fees for retail and industrial projects; (ii) whether the City possesses sufficient financial resources to adequately fund its expanding infrastructure needs; and (iii) whether additional General Fund appropriations are necessary.

Section 6. Reservation of Rights. The City reserves the right to increase the Capital Facilities Fees to the maximum justified by the Nexus Study and adopted by Resolution No. 2013-202, as automatically increased pursuant to Turlock Municipal Code section 8-11-05(c)(1), at any time and for any reason.

Section 7. Effective Date. This resolution is effective immediately upon adoption.

BE IT FURTHER RESOLVED AND ORDERED the City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th 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