

City Council Meeting Agenda

AMENDMENT NO. 1
08/26/2024



August 27, 2024

6:00 PM

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

Mayor
Amy Bublak

Council Members

Kevin Bixel

Cassandra Abram

Rebecka Monez

Pam Franco (Vice Mayor)

City Manager

Reagan M. Wilson

City Clerk

Julie Christel

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**

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
Tuesday, August 27, 2024**

Next City Council Resolution: 2024-130

Next Ordinance: 1317-CS

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

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

- A. Proclamation: Erik Schulze - Retirement
- B. Presentation: Small Business Development and Assistance Program Update - Pressert Marketing (Sims)
- C. Appointment: By motion, appointing Brent Bohlender to the Parks, Arts and Recreation Commission for a term expiring on 12/31/2027 (Christel)

6. PUBLIC PARTICIPATION

Pursuant to California Government Code Section 54954.3(a), this is the time set aside for members of the public to directly address the City Council on any item of interest to the public that is within the subject matter jurisdiction of the City Council and to address the Council on any item on tonight's agenda, including Consent Calendar items. You will be allowed three (3) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter. Pursuant to California Government Code Section 54954.2(a)(3), no action or discussion may be undertaken on any item not appearing on the posted agenda, except that the City Council, or its staff, may briefly respond to comments or questions from members of the public, provide a reference to staff or other resources for factual information, or direct staff to place the issue on a future agenda.

7. CONSENT CALENDAR

Information concerning the consent items listed hereinbelow has been forwarded to each Councilmember prior to this meeting for study. Unless the Mayor, a Councilmember or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Council. The action taken by the Council in approving the consent items is set forth in the explanation of the individual items.

- A. Motion: Accepting the Weekly demands of August 2, 2024 through August 8, 2024 in the amount of \$845,006.47, August 9, 2024 through August 15, 2024 in the amount of \$1,133,331.48, AP EFT June 2024 in the amount of \$213,589.26, the Investment and Cash Report for July 31, 2024 in the amount of \$285,654,496.94
- B. Motion: Accepting the Minutes of the August 13, 2024 Regular City Council meeting
- C. Motion: Waiving Reading of All Ordinances on the Agenda, Except by Title
- D. Resolution 2024-XXX: Approving the purchase and delivery of four (4) 2024 Ford E-Transit 350 MR battery electric vans from A-Z Bus Sales, Inc. of Sacramento, California, to be used as revenue services vehicles, utilizing the CalACT/Basin Transit cooperative purchasing agreement, in an amount not to exceed \$827,325, expensed to Fund 426 "Transit" account number 426-40-415-243-002.51261 without compliance to formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(5), in support of City Project No. 22012 "Transit

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Demand Response Zero-Emission Vehicle Purchase,” and authorizing the City Manager to execute all documents necessary to seek related grant funding and complete the purchase (York)

- E. Motion: Accepting improvements for City Project No. 18-69 "Surface Water Distribution System Improvements" and authorizing the City Engineer to file a Notice of Completion (Fremming)
- F. 1) Motion: Reaffirming the determination made by the City Manager in response to the emergency created by the inoperative computer room air conditioning units at the Public Safety Facility and finding that the emergency will not permit a delay resulting from a competitive solicitation for bids pursuant to Public Contract Code 22050(c)(2) (Fisher)

2) Resolution 2024-XXX: Appropriating \$325,377 to Fund 118 "Measure A - General" account number 118-20-205.51413 "HVAC" from Fund 118 unallocated reserves and authorizing a contingency amount of \$15,000 (5.01%) for Contract 2025-019 with Champion Industrial Contractors, Inc. for costs associated with City Project No. 24-035 "Server Room AC Unit Replacement at the Public Safety Facility" (Fisher)
- G. Resolution 2024-XXX: Approving Amendment No. 2 to City Contract 2024-062 with NV5, Inc. in the amount of \$28,107.43, bringing the contract total to \$128,107.43, to be funded by Fund 420 "Water Enterprise," account number 420-52-551.51126 "Water Main/Waterline Replacement" for Materials Testing and Inspection Services for City Project No. 18-67, "Water Main and Sewer Replacement 2023" (Morris)
- H. Resolution 2024-XXX: Approving an agreement between the City of Turlock and Axon Enterprise, Inc. to enter into a five (5) year agreement to provide the City of Turlock Police Department with Axon Enterprises Officer Safety Plan 7 Plus, the body cameras for the Turlock Police Department, Axon Air, and merging the existing agreements for a five (5) year cost not to exceed \$2,060,900 (Hedden)

8. FINAL READINGS

9. PUBLIC HEARINGS

- A. Introduction and first reading of an Ordinance amending the Turlock Municipal Code Title 5, Chapter 5-20 regarding camping on public property. This amendment would revoke the current Chapter 5-20 and replace this chapter with a new one for matters relating to camping prohibitions and penalties. (Petrolakis)

Recommended Action: Ordinance 13XX-CS Introduction and first reading of an Ordinance amending the Turlock Municipal Code Title 5, Chapter 5-20 regarding camping on public property. This amendment would revoke the current Chapter 5-20 and replace this chapter with a new one for matters relating to camping prohibitions and penalties.

10. ACTION ITEMS

- A. Authorize the City Manager to enter into another agreement with Legacy Health Endowment for the City to continue to support the Person-Centered Care Program from October 1, 2024 to September 30, 2025 and appropriate \$400,000 from Fund 119 "American Rescue Plan Act"

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unassigned reserve to account 119-10-188.43060_000 "Contract Services General" (Loehr)

Recommended Action: Resolution 2024-XXX: Authorize the City Manager to enter into another agreement with Legacy Health Endowment for the City to continue to support the Person-Centered Care Program from October 1, 2024 to September 30, 2025 and appropriate \$400,000 from Fund 119 "American Rescue Plan Act" unassigned reserve to account number 119-10-188.43060_000 "Contract Services General"

- B. Authorizing the City Manager to enter into an agreement with Kosmont & Associates, Inc., DBA Kosmont Companies to provide services for an Economic Development Strategic Plan Update in the amount not to exceed \$77,470 and appropriate this amount from unrestricted reserves within Fund 120 "Tourism Fund" to account 120-10-120.43288 "Economic Development Strategic Plan" (Sims)

Updated

Recommended Action: Resolution 2024-XXX: Authorizing the City Manager to enter into an agreement with Kosmont & Associates, Inc., DBA Kosmont Companies to provide services for an Economic Development Strategic Plan Update in the amount not to exceed \$77,470 and appropriate this amount from unrestricted reserves within Fund 120 "Tourism Fund" to account 120-10-120.43288 "Economic Development Strategic Plan"

- C. Approving payment of annual investor invoice of \$50,000 for year four (4) of a five-year Memorandum of Understanding (MOU) with Stanislaus Business Alliance (Opportunity Stanislaus) Economic Development and Workforce Strategies and authorizing the City Manager approve annual payment (Sims)

Recommended Action: Motion: Approving payment of annual investor invoice of \$50,000 for year four (4) of a five-year Memorandum of Understanding (MOU) with Stanislaus Business Alliance (Opportunity Stanislaus) Economic Development and Workforce Strategies and authorizing the City Manager approve annual payment

- D. Accepting the Turlock Downtown Property Owners Association 2023-2024 Annual Report to be filed with the City Clerk in accordance with California Streets and Highways Code Section 36650 (Sims)

Recommended Action: Resolution 2024-XXX: Accepting the Turlock Downtown Property Owners Association 2023-2024 Annual Report to be filed with the City Clerk in accordance with California Streets and Highways Code Section 36650

- E. Appointing and employing CalPERS retired annuitant Gary Hampton as Acting 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 Acting City Manager (Eddy)

Recommended Action:

Resolution 2024-XXX: Appointing and employing CalPERS retired annuitant Gary Hampton as Acting 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 Acting

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City Manager

- F. Approving an Employment Agreement between the City of Turlock and Gary Hampton as Acting City Manager (Dhami)

Recommended Action: Resolution 2024-XXX: Approving an Employment Agreement Between the City of Turlock and Gary Hampton as Acting City Manager

11. CITY MANAGER REPORTS/UPDATES

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

- A. Columbia Pool Update (Fisher)

12. COUNCILMEMBER COMMENTS AND ANNOUNCEMENTS

Councilmembers may ask questions, provide comments, and make brief announcements on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

13. COUNCIL ITEMS FOR FUTURE CONSIDERATION

14. CLOSED SESSION

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

Agency Designated Representative: Deputy City Manager Sarah Eddy

Employee Organization: Turlock City Employees Association

Employee Organization: Turlock Firefighters Association-Local 2434

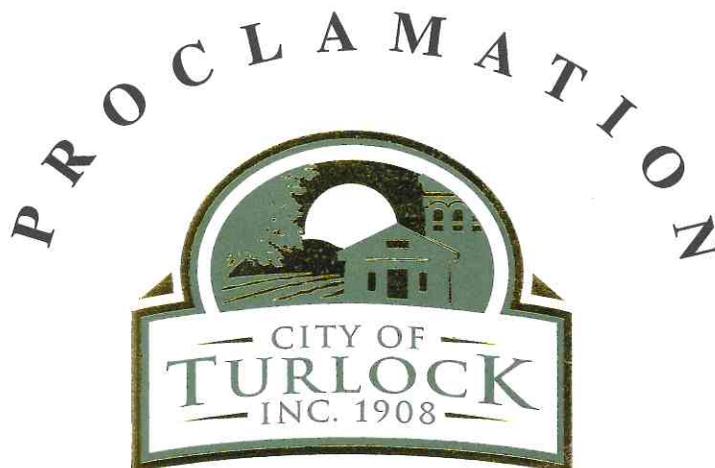
Employee Organization: Turlock Management Association-Public Safety

Unrepresented Groups: Turlock Management and Confidential Employees

- B. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2) "For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency." Potential Case(s): Three (3)

15. REPORTS FROM CLOSED SESSION

16. ADJOURNMENT



**IN HONOR OF
THE RETIREMENT OF
PUBLIC WORKS DIRECTOR ERIK SCHULZE
AUGUST 16, 2024**

WHEREAS, Public Works Director Erik Schulze started his career as a part-time Recreation Leader for the City of Turlock in September of 1990; and became a full-time employee as a Recreation Supervisor in August 1999; and,

WHEREAS, Public Works Director Erik Schulze was promoted to the position of Parks, Recreation, and Public Facilities Maintenance Superintendent in September 2011, followed by a promotion to the position of Parks, Recreation, and Public Facilities Maintenance Manager in July 2015, and on November 16, 2022, was promoted to Public Works Director, the position from which he retired from the City on August 16, 2024; and,

WHEREAS, during his tenure with the City of Turlock, Public Works Director Erik Schulze was instrumental in the development of after school programs, the construction of the first skate park, the Turlock Police Activities League, for which he served as a board member for twenty-five years, and much more; and,

WHEREAS, Public Works Director Erik Schulze consistently supported his staff, led with humility, enabled his staff to reach their highest potential, and was a true inspiration to all; and

WHEREAS, in total, Public Works Director Erik Schulze honorably served the City of Turlock and its citizens for thirty-four years; and consistently demonstrated outstanding performance and commitment during his tenure with the City of Turlock; and,

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Public Works Director Erik Schulze for meritorious service, loyalty, and dedication to the City of Turlock.

NOW, THEREFORE, I, AMY BUBLAK, by virtue of the authority vested in me as Mayor of the City of Turlock and on behalf of the entire City Council and the residents we serve, do hereby commend Public Works Director Erik Schulze for his many years of valuable service and express our sincere thanks on behalf of the City of Turlock.



IN WITNESS WHEREOF, I, AMY BUBLAK, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 27th day of August, 2024.

AMY BUBLAK, MAYOR
City of Turlock, County of Stanislaus,
State of California

CITY OF TURLOCK SMALL BUSINESS DEVELOPMENT AND ASSISTANCE PROGRAM

Brought to you by the City of Turlock, utilizing American Rescue Plan Act (ARPA) funds.
Administered by Pressert Marketing, including FREE services.



OPENED A BUSINESS AND SATELLITE OFFICE

Pressert Marketing

126 W Main Street

Downtown Turlock

Office hours:

11:00am - 2:00pm, 3:00pm - 5:00pm
(Scheduled appointments for assistance)

Call/text (209) 678-5303

Email: dj@pressertmarketing.com



OUTREACH CAMPAIGN

Meeting, calling, texting

Addressing concerns of past programs

Talking to business owners and managers about needs

Discussing the importance of online presence

Business situations

Economy

We want the RAD card

We're down in business, we need money

I can't afford your marketing services

It's hard to make it to workshops



CREATED AND LAUNCHED CITY OF TURLOCK SMALL BUSINESS DEVELOPMENT AND ASSISTANCE “MATCHING FUNDS” PROGRAM

Up to \$500 matching for website development

Up to \$500/month X3 months for Facebook/Instagram ads

Up to \$500/month X3 months for Google ads



City of Turlock
Small Business Development and Assistance Program

GET UP TO
\$3,500
AND/OR
FREE SERVICES
FOR YOUR BUSINESS

| Website Development |
| Google Ads |
| Social Media Ads |
| In-person Workshops |

 **CITY OF TURLOCK**
 **PRESSERT MARKETING**

Limited Spots, Limited Funds
No Obligation, Get Details

SIGN UP TODAY!

Brought to you by the City of Turlock, utilizing American Rescue Plan Act (ARPA) funds.
Administered by Pressert Marketing, including FREE services.

FREE IN-PERSON WORKSHOPS, MARKETING ASSISTANCE AT NO CHARGE

- Website development
- Ads management
- Search Engine Optimization (SEO)
- Social media management
- Digital content creation

This comprehensive program is designed to help our local small businesses thrive in today's competitive market.



ONE-ON-ONE CONSULTATIONS

For up to 100 local small businesses*

*Turlock businesses that have a business license within the City of Turlock, operate out of a commercial location, have no more than 50 employees, and not be part of a franchise or corporate chain.

Brought to you by the City of Turlock, utilizing American Rescue Plan Act (ARPA) Funds.

Administered by Pressert Marketing, including FREE services.



PROMOTION CAMPAIGN

- Creating website and funnel
- Meeting/email/texting
- Program sign-up and applications
- Fielding questions via text and around town
- Passing out flyers
- Going into businesses
- City of Turlock posting on website, social media, email, etc.



RECRUITMENT OF PARTICIPANTS AND APPLICANTS

- Went into 200 businesses
- Approximately 50 conversations about marketing and business in general
- Approximately 50 texting back and forth (with different people)
- Approximately 10 emails (with a few people)
- 50 grant applications (approximately \$170,000 worth)
- 10 interest sign ups
- Already assisting in creating 5 websites
- Already have a business generating leads from a new online form (4 worth about \$1,000 each)



IN-PERSON WORKSHOPS SCHEDULED FOR 3 TIMES A WEEK TO MEET THE NEEDS AFTER SURVEYING

- Pressert Marketing
126 W Main Street,
Downtown Turlock
- Starting August 27th
- Tuesday 8:30am - 9:30am/10:00am
- Wednesday 12:00pm - 1:00pm/1:30pm
- Thursday 5:15pm - 6:15pm/6:45pm
- Possibly Saturday 2:00pm - 3:00pm/3:30pm



QUESTIONS? COMMENTS?

Parks, Arts & Recreation Commission

Number of Vacancies One (1)

Appoint One (1) to the Commission for a Term Expiring on 12/31/2027

One (1) Applicant

Brent Bohlander

Applications for the above-mentioned applicants can be viewed in the Office of the City Clerk.

MAYOR BUBLAK'S RECOMMENDED APPOINTMENT:

Appoint Brent Bohlander to the Parks, Arts & Recreation Commission for a term expiring on 12/31/2027.

City of Turlock

Payment Register

From Payment Date: 8/2/2024 - To Payment Date: 8/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
144425	08/02/2024	Open			Accounts Payable	CITY OF MODESTO	\$31,948.46		
	Invoice		Date	Description			Amount		
	148210		07/01/2024	FIRE ADMINISTRATIVE SERVICES JULY 2024			\$31,948.46		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$31,948.46		
144426	08/06/2024	Open			Utility Management Refund	ALCON , DOMINGO	\$170.27		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		875597-005	MOVE OUT CREDIT	08/05/2024	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$170.27		
144427	08/06/2024	Open			Utility Management Refund	GILGERT, DONOVAN	\$342.50		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		840491-012	MOVE OUT CREDIT	08/05/2024	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$342.50		
144428	08/06/2024	Open			Utility Management Refund	GILLETT, CRAIG, MICHAEL	\$116.33		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		203130-003	MOVE OUT CREDIT	08/05/2024	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$116.33		
144429	08/06/2024	Open			Utility Management Refund	HEFFNER, AARON	\$107.38		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		001423-002	MOVE OUT CREDIT	08/05/2024	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$107.38		
144430	08/06/2024	Open			Utility Management Refund	LIMITED PARTNERSHIP, BRIGHT FAMILY	\$314.64		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		469424-006	MOVE OUT CREDIT	08/05/2024	Refund			
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$9.15		
	420 - WATER			420.11000 (Cash)			\$305.49		
144431	08/06/2024	Open			Utility Management Refund	ODISHO, SUSAN	\$224.93		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		T00684-006	MOVE OUT CREDIT	08/05/2024	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$224.93		
144432	08/06/2024	Open			Utility Management Refund	SABERI, SHARAREH	\$245.78		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		142662-006	MOVE OUT-CREDIT	08/05/2024	Refund			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$245.78		
144433	08/06/2024	Open			Utility Management Refund	TRASK, DOUGLAS	\$156.47		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		514233-001	MOVE OUT CREDIT	08/05/2024	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$156.47		
144434	08/08/2024	Open			Accounts Payable	ABS DIRECT INC	\$20,804.39		
	Invoice		Date	Description		Amount			
	MP-20240806		08/06/2024	POSTAGE ADVANCE FOR OCT/NOV 2024		\$7,000.00			
	136085		06/14/2024	UT DELINQ - JUNE 2024		\$340.30			
	136086		06/14/2024	UT STATEMENT - 06/10/24		\$13,464.09			
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$11,601.45		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,601.48		
	420 - WATER			420.11000 (Cash)			\$4,601.46		
144435	08/08/2024	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$896.37		
	Invoice		Date	Description		Amount			
	INV3198		07/25/2024	ALLEGIANCE - JANITORIAL SUPPLIES		\$131.57			
	INV3303		08/02/2024	ALLEGIANCE - JANITORIAL SUPPLIES		\$764.80			
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$896.37		
144436	08/08/2024	Open			Accounts Payable	ALTEC INDUSTRIES, INC.	\$186.14		
	Invoice		Date	Description		Amount			
	12632203		08/01/2024	EL05-611 VALVE; HYDRAULIC; NEEDLE; 5000.0 PSI MAX OPERATING; 1/4		\$186.14			
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$186.14		
144437	08/08/2024	Open			Accounts Payable	AMERICAN MESSAGING	\$14.01		
	Invoice		Date	Description		Amount			
	R1061876YH		08/01/2024	Acct #R1-061876 - Fire Department		\$14.01			
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$14.01		
144438	08/08/2024	Open			Accounts Payable	AT&T MOBILITY	\$2,102.01		
	Invoice		Date	Description		Amount			
	4173X07272024		07/19/2024	287310834173 / SIM CARDS FOR MUNI		\$1,005.26			
	5677X07272024		07/19/2024	287262975677 / WQC/Utilities Phones/Data (7/19/24)		\$1,096.75			
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,492.82		
	420 - WATER			420.11000 (Cash)			\$491.53		
	450 - SRWA - Operations			450.11000 (Cash)			\$117.66		
144439	08/08/2024	Open			Accounts Payable	BAY CITY BOILER AND ENGINEERING CO., INC.	\$4,870.00		
	Invoice		Date	Description		Amount			
	31775		06/30/2024	HOT WATER BOILER REPAIRS AND PREVENTATIVE MAINTENANCE SERVICES		\$4,870.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,870.00			
144440	08/08/2024	Open			Accounts Payable	BICSEC SECURITY INC	\$345.00		
	Invoice			Date		Description	Amount		
	217967			07/09/2024		SERVICE CALL AT CITY HALL ON 6/10/2024	\$230.00		
	217965			07/09/2024		SERVICE CALL AT SWITCH GEAR BUILDING ON 6/7/2024	\$115.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$230.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$115.00			
144441	08/08/2024	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$4,087.66		
	Invoice			Date		Description	Amount		
	274751			07/31/2024		RADIDATOR	\$424.91		
	274752			07/31/2024		PUMP AND PIPE	\$366.13		
	274764			07/31/2024		ENGINE PARTS	\$77.56		
	274779R			08/01/2024		DUCT	\$158.11		
	274780			08/01/2024		GEAR	\$1,587.01		
	CM274780			08/01/2024		CORE CREDIT	(\$162.94)		
	279203			07/19/2024		POL19-1351 ENGINE REPAIR	\$1,019.62		
	274802			08/02/2024		DOOR PANEL	\$617.26		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,045.49			
	246 - Landscape Assessment			246.11000 (Cash)		\$617.26			
	426 - Transit			426.11000 (Cash)		\$424.91			
144442	08/08/2024	Open			Accounts Payable	Bray Sales, Inc. DBA T&T Valve and Instrument	\$2,764.50		
	Invoice			Date		Description	Amount		
	220/90022421			07/23/2024		ELECTRIC ACUTATOR	\$2,764.50		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$2,764.50			
144443	08/08/2024	Open			Accounts Payable	CAROLLO ENGINEERS	\$2,104.00		
	Invoice			Date		Description	Amount		
	FB3654			06/30/2024		18-69 Surface Water Distribution System Improve Phase 1-6/30/24	\$2,104.00		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$2,104.00			
144444	08/08/2024	Open			Accounts Payable	CDW LLC	\$10,193.94		
	Invoice			Date		Description	Amount		
	SJ29266			07/16/2024		Adobe Acrobat Pro License - SRWA	\$466.30		
	SL16330			07/22/2024		Rec iPads	\$9,727.64		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$6,322.98			
	270 - Recreation Grants			270.11000 (Cash)		\$3,404.66			
	450 - SRWA - Operations			450.11000 (Cash)		\$466.30			

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144445	08/08/2024	Open			Accounts Payable	CENTRAL SANITARY SUPPLY dba BRADY INDUSTRIES	\$1,408.54		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	9040570		07/12/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$561.98		
	9062894		07/12/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$53.08		
	9062895		07/19/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$738.90		
	9074912		07/24/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$19.49		
	9016976		07/05/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$35.09		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,408.54		
144446	08/08/2024	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$249.97		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0006514071524		07/15/2024		internet at city bldgs; Senior Center; Marty Yerby & Rube Boesch		\$249.97		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$249.97		
144447	08/08/2024	Open			Accounts Payable	Chemtrade Chemicals Corp DBA Chemtrade Chemicals	\$3,756.08		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	90131914		07/26/2024		SRWA SUPPLY AND DELIVERY OF Aluminum Sulfate 7.26.24		\$3,756.08		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	450 - SRWA - Operations				450.11000 (Cash)		\$3,756.08		
144448	08/08/2024	Open			Accounts Payable	CODE PUBLISHING COMPANY	\$1,721.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	GCI0014875		07/26/2024		Municipal Code Web Update		\$861.00		
	GC00126604		07/31/2024		Web Update Annual Fee		\$860.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,721.00		
144449	08/08/2024	Open			Accounts Payable	COUNTRYSIDE TIRE & BRAKE	\$99.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	04-236366		08/01/2024		POL19-1336 alignment		\$99.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$99.00		
144450	08/08/2024	Open			Accounts Payable	CRAIG SAFETY GROUP	\$13,786.25		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	22173		06/30/2024		Safety Management Services 5.8.24		\$1,350.00		
	22175		06/30/2024		Safety Management Services 6.13.24		\$701.25		
	22174		06/30/2024		Safety Management Services 5.21.24, 6.6.24, 6.12.24		\$4,625.00		
	22171		06/30/2024		Safety Management Services 1.23.24, 1.24.24		\$3,910.00		
	22172		06/30/2024		Safety Management Services 4.10.24		\$3,200.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$13,786.25		
144451	08/08/2024	Open			Accounts Payable	Crash Data Group Inc	\$1,500.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	INV13481		07/30/2024		ANNUAL BOSCH CDR SOFTWARE SUBSCRIPTION 8/8/24-8/8/25		\$1,500.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		

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	206 - Traffic Safety			206.11000 (Cash)			\$1,500.00		
144452	08/08/2024	Open			Accounts Payable	CRIME GUARD INC	\$6,120.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	26793		06/28/2024		CAMERA SURVEILLANCE LIVE MONITORING- BROADWAY -6/1 - 6/30/24		\$1,680.00		
	26794		06/28/2024		CAMERA SURVEILLANCE LIVE MONITORING- CENTRAL PARK -6/1 - 6/30/24		\$1,680.00		
	26795		06/28/2024		CAMERA SURVEILLANCE LIVE MONITORING- CORP YARD-6/1 - 6/30/24		\$1,080.00		
	26796		06/28/2024		CAMERA SURVEILLANCE LIVE MONITORING- DENAIR -6/1 - 6/30/24		\$840.00		
	26797		06/28/2024		CAMERA SURVEILLANCE LIVE MONITORING- DONNELLY PARK-6/1 - 6/30/24		\$840.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$6,120.00		
144453	08/08/2024	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	\$1,773.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0000050880		07/17/2024		TRILOGY PUSH BUTTON LOCK & INDICATOR DEADBOLT		\$1,773.50		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	246 - Landscape Assessment			246.11000 (Cash)			\$1,773.50		
144454	08/08/2024	Open			Accounts Payable	DELL MARKETING LP	\$1,758.38		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	10757131313		06/28/2024		PD Monitors and Laptop		\$1,577.55		
	10760490590		07/16/2024		24" Monitor - PD		\$180.83		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$1,758.38		
144455	08/08/2024	Open			Accounts Payable	DLT SOLUTIONS LLC	\$3,845.70		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	SI661249		07/26/2024		Autodesk Software Renewal 9/11/2024 - 9/10/2025		\$3,845.70		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$3,845.70		
144456	08/08/2024	Open			Accounts Payable	DON PEDRO PUMP INC	\$22,342.60		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	29945		06/30/2024		WELL 32		\$13,356.98		
	29946		06/30/2024		PUMP REPAIRS		\$8,985.62		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$22,342.60		
144457	08/08/2024	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$2,027.81		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	S6204365.001		07/19/2024		PARTS FOR FIRE STATION #2		\$35.40		
	S6204765.001		07/19/2024		TOOLS FOR TRUCK 631		\$34.05		
	S6204348.001		07/19/2024		PARTS FOR FIRES STATION #2		\$523.02		
	S6199141.001		07/12/2024		FISH TAPE FOR WQC WORK TRUCK		\$200.04		
	S6209824.001		07/26/2024		STREET LIGHT RESTOCK		\$933.12		
	S6209995.001		07/25/2024		WQC SUPPLIES		\$33.60		
	S6189836.001		07/01/2024		ELECTRICAL SUPPLIES		\$10.20		

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	S6203204.001		07/17/2024		SUPPLIES		\$258.38		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$558.42		
	246 - Landscape Assessment				246.11000 (Cash)		\$943.32		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$526.07		
144458	08/08/2024	Open			Accounts Payable	ENDRESS & HAUSER INC		\$16,037.89	
	Invoice		Date		Description		Amount		
	6002586000		07/03/2024		FLOW METER		\$16,037.89		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$16,037.89		
144459	08/08/2024	Open			Accounts Payable	EQUIFAX		\$24.15	
	Invoice		Date		Description		Amount		
	2061248944		07/30/2024		PD BACKGROUNDS		\$24.15		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$24.15		
144460	08/08/2024	Open			Accounts Payable	FASTENAL COMPANY INC		\$2,273.63	
	Invoice		Date		Description		Amount		
	CATUR193126		07/23/2024		M10-1.5x120 8.8Z931		\$10.21		
	CATUR193314		07/31/2024		Fastenal Blue Steel 15-Drawer 416-Compartment Heavy Duty Modular		\$2,263.42		
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$10.21		
	505 - Fleet				505.11000 (Cash)		\$2,263.42		
144461	08/08/2024	Open			Accounts Payable	FEDERAL EXPRESS		\$48.65	
	Invoice		Date		Description		Amount		
	8-577-60304		08/02/2024		SHIPPING CHARGES FOR 8/2/24		\$48.65		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$48.65		
144462	08/08/2024	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL		\$7,322.00	
	Invoice		Date		Description		Amount		
	5245		08/05/2024		Special Meetings - July 2024		\$315.00		
	5244		08/05/2024		City Hall - July 2024		\$7,007.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$7,322.00		
144463	08/08/2024	Open			Accounts Payable	FRESNO TRUCK CENTER DBA KEYES TRUCK CENTER		\$84.84	
	Invoice		Date		Description		Amount		
	F014089158		07/29/2024		014F/RGT 499065AI313 GAS CYLINDER		\$84.84		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$84.84		
144464	08/08/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC		\$10,817.50	
	Invoice		Date		Description		Amount		
	K4G1714		07/17/2024		CORROSION CONTROL WQP MON. - WELL 38 FINAL EFFLUENT		\$43.00		
	K4G1804		07/18/2024		LEAD AND COPPER		\$1,142.40		
	K4G0911		07/09/2024		BIMONTHLY WASTEWATER ANALYSIS - TOTAL PHOSPHOROUS		\$46.20		

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K4G1101			07/11/2024			QUARTERLY WASTEWATER ANALYSIS - TOTAL HARDNESS	\$51.70		
K4G1803			07/18/2024			BIMONTHLY WASTEWATER ANALYSIS - NITRATE + NITRITE AS N	\$66.00		
K4G0912			07/09/2024			QUARTERLY WASTEWATER ANALYSIS - MERCURY (LL)	\$258.05		
K4G0305			07/03/2024			WELL 38 MONTHLY ANALYSIS	\$359.10		
K4G0805			07/08/2024			DOWNTOWN PCE REMEDIATION PROJECT	\$1,494.00		
K4G0930			07/09/2024			DRINKING WATER WELL ANALYSIS - PERCHLORATE	\$368.00		
K4G1103			07/11/2024			LEAD AND COPPER	\$873.60		
K4G0814			07/08/2024			DWW ANALYSIS - GM, INORGANICS, 524.2, NITRATE, NITRITE	\$1,254.75		
K4G1712			07/17/2024			DRINKING WATER WELL ANALYSIS - NITRATE	\$32.00		
K4G0224			07/02/2024			EPA BIOSOLIDS LIST	\$658.40		
K4G1711			07/17/2024			DRINKING WATER WELL ANALYSIS - ARSENIC	\$101.00		
K4G1102			07/11/2024			BIMONTHLY WASTEWATER ANALYSIS - NITRATE + NITRITE AS N	\$66.00		
K4G0812			07/08/2024			DRINKING WATER WELL ANALYSIS - 524.2	\$533.00		
K4G0306			07/03/2024			CORROSION CONRTROL WQP MON. - TERMINAL TANK PUMP STATION	\$64.00		
K4G0304			07/03/2024			CORROSION CONTROL WQP MON. - SITES	\$619.50		
K4G1504			07/15/2024			WEEKLY WASTEWATER SAMPLING - AMMONIA	\$77.70		
K4G0910			07/09/2024			WEEKLY WASTEWATER SAMPLING - AMMONIA	\$40.70		
K4G0929			07/09/2024			DRINKING WATER WELL ANALYSIS - NITRATE	\$32.00		
K4G1002			07/10/2024			MONTHLY WASTEWATER ANALYSIS - THMS	\$176.00		
K4G0816			07/08/2024			DRINKING WATER WELL ANALYSIS - ARSENIC	\$37.00		
K4G0815			07/08/2024			DRINKING WATER WELL ANALYSIS - ARSENIC	\$37.00		
K4G0813			07/08/2024			DRINKING WATER WELL ANALYSIS - 123 - TCP	\$328.00		
K4G0810			07/08/2024			DRINKING WATER WELL ANALYSIS - ARSENIC	\$37.00		
K4G0312			07/03/2024			LEAD AND COPPER	\$1,075.20		
K4G0223			07/02/2024			TOTAL SOLIDS, VOLATILE SOLIDS, FLAGGING, EXCEL REPORTING	\$165.00		
K4G0913			07/09/2024			WASTEWATER QUARTERLY	\$49.50		
K4G0229			07/02/2024			DRINKING WATER WELL ANALYSIS	\$32.00		
K4G0120			07/01/2024			DRINKING WATER WELL ANALYSIS - NITRATE	\$32.00		
K4G0119			07/01/2024			DRINKING WATER WELL ANALYSIS - NITRATE	\$32.00		
K4G0118			07/01/2024			DRINKING WATER WELL ANALYSIS - NITRATE	\$32.00		
K4G0121			07/01/2024			DRINKING WATER WELL ANALYSIS - NITRATE	\$32.00		
K4G0811			07/08/2024			DRINKING WATER WELL ANALYSIS	\$32.00		
K4G0225			07/02/2024			WASTEWATER	\$40.70		
K4G1704			07/17/2024			SRWA LABORATORY ANALYSIS SERVICES 7.17.24	\$229.00		
K4G1805			07/18/2024			SRWA LABORATORY ANALYSIS SERVICES 7.18.24	\$90.00		
K4G1901			07/19/2024			SRWA LABORATORY ANALYSIS SERVICES 7.19.24	\$90.00		
K4G2203			07/22/2024			SRWA LABORATORY ANALYSIS SERVICES 7.22.24	\$45.00		
K4G2304			07/23/2024			SRWA LABORATORY ANALYSIS SERVICES 7.23.24	\$45.00		
Paying Fund							Cash Account	Amount	
410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$1,695.95		
420 - WATER				420.11000 (Cash)			\$8,622.55		
950 - SRWA - JPA				950.11000 (Cash)			\$499.00		

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144465	08/08/2024	Open			Accounts Payable	Gerardo Hernandez DBA Jenny's Jumpers	\$690.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	IN00108		07/24/2024		BOUNCERS FOR FAMILY FUN NIGHT 7/26/2024		\$690.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$345.00		
	270 - Recreation Grants				270.11000 (Cash)		\$345.00		
144466	08/08/2024	Open			Accounts Payable	GILLIG LLC	\$1,998.34		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	41202796		07/30/2024		51-67572-001 2 EA LAMP,WHITE STEPWELL,LED 3-HOLE		\$119.97		
	41203364		07/31/2024		82-79308-000 1 EA IDLER ARM ASSY		\$49.19		
	41203363		07/31/2024		TRA19-1064PP NUMBER DECALS		\$312.75		
	41204213		08/02/2024		26-45474-001R 2 EA WINDSHIELD,C/S W/TINT		\$1,516.43		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	426 - Transit				426.11000 (Cash)		\$1,998.34		
144467	08/08/2024	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$38,004.02		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	81386		07/31/2024		CUST #24090 - Fuel Expense for 7/16/24 - 7/31/24		\$35,880.65		
	81206		07/24/2024		Fuel for Fire #3		\$2,123.37		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$19,077.02		
	205 - Sports Facilities				205.11000 (Cash)		\$523.49		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$2,069.25		
	246 - Landscape Assessment				246.11000 (Cash)		\$1,366.72		
	255 - CDBG				255.11000 (Cash)		\$24.72		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,362.94		
	420 - WATER				420.11000 (Cash)		\$3,758.28		
	426 - Transit				426.11000 (Cash)		\$6,240.87		
	450 - SRWA - Operations				450.11000 (Cash)		\$462.02		
	501 - Information Technology				501.11000 (Cash)		\$76.47		
	505 - Fleet				505.11000 (Cash)		\$42.24		
144468	08/08/2024	Open			Accounts Payable	GOMES PROPANE	\$26.61		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	12671A		06/18/2024		PROPANE		\$26.61		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$26.61		
144469	08/08/2024	Open			Accounts Payable	GRADY COMPANY INC, KEN	\$2,833.36		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	6000A		07/17/2024		ATI Q46 AUTO CHEM SULFITE ANALYZER		\$2,833.36		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,833.36		
144470	08/08/2024	Open			Accounts Payable	GRAINGER INC, W W	\$2,180.61		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	9198709314		07/31/2024		3 W,T2-1/2.MINIATURE BAYONET (BA9S),PK		\$19.42		
	9190212168		07/22/2024		SUPPLIES FOR WQC SHOP		\$259.28		
	9182570847		07/15/2024		WQC SUPPLIES		\$111.26		
	9197029862		07/29/2024		SRWA Supplies - Pressure Switch		\$473.07		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	9184605658		07/17/2024		SRWA Supplies - Pipe Extractor Set		\$145.06		
	9185373595		07/17/2024		SRWA Supplies - IR Thermometer		\$418.67		
	9192943224		07/24/2024		SRWA Supplies - I Beam Clamps		\$156.49		
	9197029870		07/29/2024		SRWA Supplies - Fixed Gas Detector		\$597.36		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$370.54		
	426 - Transit				426.11000 (Cash)		\$19.42		
	450 - SRWA - Operations				450.11000 (Cash)		\$1,790.65		
144471	08/08/2024	Open			Accounts Payable	HACH COMPANY	\$3,300.50		
	Invoice		Date		Description		Amount		
	14101769		07/11/2024		WW SUPPLIES		\$1,161.68		
	14108493		07/16/2024		LAB SUPPLIES		\$946.08		
	14094359		07/03/2024		LAB SUPPLIES		\$927.40		
	14121913		07/25/2024		SRWA Supplies - Bubble Trap		\$265.34		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,035.16		
	450 - SRWA - Operations				450.11000 (Cash)		\$265.34		
144472	08/08/2024	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUBOOK	\$2,714.60		
	Invoice		Date		Description		Amount		
	INV00428111		07/19/2024		HACH DR300 CHLORINE F&T COLORIMETER		\$1,873.17		
	INV00434788		07/26/2024		SRWA supplies - Buffer, Ozone Reagent		\$841.43		
	INV00426122		07/18/2024		SRWA supplies - Refillable Electrode Probe *replacement		\$720.61		
	SCN135413		07/31/2024		SRWA supplies - CREDIT for Faulty Probe		(\$720.61)		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$1,873.17		
	450 - SRWA - Operations				450.11000 (Cash)		\$841.43		
144473	08/08/2024	Open			Accounts Payable	HILMAR LUMBER INC	\$3,471.78		
	Invoice		Date		Description		Amount		
	677673		07/22/2024		WQC SUPPLIES		\$228.54		
	677319		07/19/2024		WQC SUPPLIES		\$307.85		
	677397		07/19/2024		WQC SUPPLIES		\$362.69		
	677391		07/19/2024		WQC SUPPLIES		\$359.66		
	676570		07/15/2024		DONNELLY AERATORS		\$3.12		
	676563		07/15/2024		DONNELLY AERATORS		\$235.80		
	678003		07/24/2024		SUPPLIES FOR WQC		\$406.59		
	678402		07/26/2024		WQC SUPPLIES		\$551.39		
	678613		07/27/2024		WQC SUPPLIES		\$671.65		
	678222		07/25/2024		WQC SUPPLIES		\$344.49		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,471.78		
144474	08/08/2024	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Randik Paper Co.	\$1,657.99		
	Invoice		Date		Description		Amount		
	230125-01		07/03/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$308.76		
	230646		07/03/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$496.54		
	230646-01		07/10/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$27.81		
	230796		07/10/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$143.44		

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	231242		07/25/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$56.77		
	231415		07/25/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$105.81		
	231658		07/31/2024		JANITORIAL PAPER & CLEANING SUPPLIES		\$518.86		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,657.99		
144475	08/08/2024	Open			Accounts Payable	J A MOMANEY SERVICES INC	\$12,600.50		
	Invoice		Date		Description		Amount		
	181076		07/09/2024		Temple Razor LED IISNS		\$12,600.50		
	Paying Fund				Cash Account		Amount		
	216 - Streets - Local Transportation				216.11000 (Cash)		\$12,600.50		
144476	08/08/2024	Open			Accounts Payable	JAYNE PRODUCTS INC	\$9,704.56		
	Invoice		Date		Description		Amount		
	28490		07/16/2024		STSR STRUVITE REMOVER		\$9,704.56		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$9,704.56		
144477	08/08/2024	Open			Accounts Payable	JOAQUIN ROSE, INC, B & B FLUID POWER	\$629.41		
	Invoice		Date		Description		Amount		
	00280443		07/19/2024		EL05-611 CYLINDER REPAIR		\$629.41		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$629.41		
144478	08/08/2024	Open			Accounts Payable	KEY SEAL PRODUCTS INC	\$623.13		
	Invoice		Date		Description		Amount		
	21815		06/13/2024		MISC. SUPPLIES FOR STREETS		\$623.13		
	Paying Fund				Cash Account		Amount		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$623.13		
144479	08/08/2024	Open			Accounts Payable	LINDSAY CORPORATION DBA ELECSYS INTERNATIONAL, LLC	\$70.00		
	Invoice		Date		Description		Amount		
	SIP-E199570		07/22/2024		JULY 2024 CELL DATA SERVICES		\$70.00		
	Paying Fund				Cash Account		Amount		
	416 - Recycled Water Sales				416.11000 (Cash)		\$70.00		
144480	08/08/2024	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$496.77		
	Invoice		Date		Description		Amount		
	43204228		07/26/2024		ASPHALT		\$89.32		
	43175317		07/24/2024		ASPHALT		\$89.32		
	43097596		07/17/2024		ASPHALT		\$318.13		
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$178.64		
	246 - Landscape Assessment				246.11000 (Cash)		\$318.13		
144481	08/08/2024	Open			Accounts Payable	MIWALL CORPORATION	\$12,853.47		
	Invoice		Date		Description		Amount		
	1012960A		07/26/2024		HORNADY AMMUNITION		\$12,853.47		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$12,853.47		

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144482	08/08/2024	Open			Accounts Payable	MODESTO WINDUSTRIAL	\$1,381.52		
	Invoice		Date	Description		Amount			
	209119 02		07/25/2024	SRWA Supplies - 1" PVC Pipe		\$131.07			
	209119 01		07/25/2024	3/4" & 1" PVC and Sched 80 pipe		\$517.60			
	209399 01		07/31/2024	SRWA Supplies - PVC pipe		\$732.85			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$1,381.52			
144483	08/08/2024	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$20.95		
	Invoice		Date	Description		Amount			
	14G0033309543		07/01/2024	READY REFRESH RENT FOR 701 S. WALNUT (PFM)		\$20.95			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$20.95			
144484	08/08/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$2,344.63		
	Invoice		Date	Description		Amount			
	8577-428700		07/29/2024	STARTER-RMFD		\$199.86			
	8577-428704		07/29/2024	OIL 5W20 FULL SYN		\$168.41			
	8577-428718		07/29/2024	SHIFT SELECT LEVER		\$63.36			
	8577-428737		07/29/2024	FUEL PRESSURE SENSOR		\$73.78			
	8577-428750		07/29/2024	BLADE		\$202.73			
	8577-428784		07/30/2024	ROTORs		\$221.60			
	8577-428806		07/30/2024	BTRY-PLAT AGM		\$209.29			
	8577-428811		07/30/2024	BRAKE CALIPER		\$252.79			
	8577-428817		07/30/2024	AC FITTINGS		\$72.80			
	8577-428818		07/30/2024	DECK WHEEL KIT		\$79.77			
	8577-428821		07/30/2024	BRAKE CALIPER		\$272.34			
	8577-428822		07/30/2024	ALTERNATOR-ALTERNATOR 427984		(\$11.95)			
	8577-428824		07/30/2024	BATTERY-Credit for Orig 427441		(\$23.90)			
	8577-428823		07/30/2024	START-Credit for Orig 428700 ,428509		(\$54.31)			
	8577-428886		07/31/2024	BATTERY-Credit for Orig 428806		(\$23.90)			
	8577-428921		07/31/2024	CLR/MKR LAMP		\$25.64			
	8577-428936		07/31/2024	ROTORs AND PADS		\$325.43			
	8577-428910		07/31/2024	jack foot		\$23.41			
	8577-428958		08/01/2024	10 REARVIEW MIRROR		\$22.79			
	8577-428960		08/01/2024	AIR FILTER		\$10.08			
	8577-428962		08/01/2024	REAR MIRROR ADHESIVE		\$7.41			
	8577-428970		08/01/2024	RRVIEW MIRROR RPR KIT		\$14.82			
	8577-428974		08/01/2024	RELAY		\$71.43			
	8577-429011		08/01/2024	BRAKE CALIPER-Credit for Orig 428811		(\$262.87)			
	8577-429056		08/02/2024	FR24-2005 ROCKER SWITCHES		\$48.14			
	8577-429078		08/02/2024	ROTORs AND PADS		\$205.01			
	8577-429116		08/02/2024	PICKUP TOOL MAG		\$110.71			
	8577-429120		08/02/2024	AC STOP LEAK		\$39.96			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$825.79			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$63.36			
	246 - Landscape Assessment			246.11000 (Cash)		\$633.57			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$55.10			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
144485	420 - WATER			420.11000 (Cash)			(\$11.95)		
	426 - Transit			426.11000 (Cash)			\$778.76		
	08/08/2024	Open			Accounts Payable	O'DELL ENGINEERING, INC	\$4,172.64		
	Invoice		Date	Description			Amount		
	1240602708		05/25/2024	SR03, 21-043 Northeast Neighborhood Park-5/25/24			\$1,203.75		
	1240701922		06/30/2024	SR11, 19-51 Columbia Pool Improvements-6/30/24			\$2,968.89		
144486	Paying Fund			Cash Account			Amount		
	228 - Park Development Tax			228.11000 (Cash)			\$1,203.75		
	301 - Capital Improvements			301.11000 (Cash)			\$2,968.89		
	08/08/2024	Open			Accounts Payable	Operational Technical Services, LLC	\$23,016.00		
	Invoice		Date	Description			Amount		
	4307		07/21/2024	SRWA - Senior Operator EB 7.17.24 - 7.21.24			\$7,398.00		
144487	4312		07/17/2024	SRWA - Senior Operator MC 7.15.24 - 7.17.24			\$4,110.00		
	4332		07/24/2024	SRWA - Senior Operator EB 7.22.24 - 7.24.24			\$4,110.00		
	4333		07/28/2024	SRWA - Senior Operator MC 7.24.24 - 7.28.24			\$7,398.00		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$23,016.00		
	08/08/2024	Open			Accounts Payable	OREILLY AUTO PARTS	\$429.51		
144488	Invoice		Date	Description			Amount		
	2800-454357		07/29/2024	PFP A47071 F/P MOD ASM			\$171.01		
	2800-454964		07/31/2024	MRY PM4102 BLOWER MOTOR			\$192.27		
	2800-455256		08/01/2024	STD RY1676 FUEL PMP RLY			\$26.74		
	2800-455680		08/02/2024	STD FJ1089 FUEL INJ			\$39.49		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$171.01		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$26.74		
	420 - WATER			420.11000 (Cash)			\$192.27		
	426 - Transit			426.11000 (Cash)			\$39.49		
144489	08/08/2024	Open			Accounts Payable	P G & E	\$28.60		
	Invoice		Date	Description			Amount		
	COLUMBIA 7/31/24		07/31/2024	6180280303-3 / 600 Columbia St			\$7.84		
	HIGH 7/31/24		07/31/2024	0221941093-9 / 595 High St			\$7.84		
	R. BOESCH7/31/24		07/31/2024	4388605407-1 / 275 N Orange			\$12.92		
	Paying Fund			Cash Account			Amount		
110 - General Fund			110.11000 (Cash)			\$28.60			
144489	08/08/2024	Open			Accounts Payable	Platt Electric Supply	\$1,797.99		
	Invoice		Date	Description			Amount		
	5J06668		07/18/2024	STREET LIGHTS			\$476.30		
	5J42904		07/22/2024	ELECTRICAL OUTLETS AT ANIMAL CONTROL			\$87.42		
	5J65150		07/30/2024	WIRE RESTOCK			\$1,188.77		
	5I75908		07/23/2024	TOOLS			\$29.11		
	5K16388		07/31/2024	SRWA Supplies - Electrical Cord Connectors			\$16.39		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$87.42		
	246 - Landscape Assessment			246.11000 (Cash)			\$1,665.07		
410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$29.11			
450 - SRWA - Operations			450.11000 (Cash)			\$16.39			

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144490	08/08/2024	Open			Accounts Payable	PODS ENTERPRISES, LLC	\$228.10		
			Invoice	Date	Description		Amount		
					PODS007707189	Monthly Rental @ 701 S. Walnut 7/14-8/13/2024	\$228.10		
			Paying Fund		Cash Account		Amount		
					246 - Landscape Assessment	246.11000 (Cash)	\$228.10		
144491	08/08/2024	Open			Accounts Payable	R & S ERECTION INC	\$600.50		
			Invoice	Date	Description		Amount		
					134101	FRONT AND REAR SLIDING DOOR PM	\$600.50		
			Paying Fund		Cash Account		Amount		
					110 - General Fund	110.11000 (Cash)	\$600.50		
144492	08/08/2024	Open			Accounts Payable	RAMONT'S TOW SERVICE	\$600.00		
			Invoice	Date	Description		Amount		
					249173	TOW SERVICE #249173 PIERCE FIRE ENGINE	\$600.00		
			Paying Fund		Cash Account		Amount		
					110 - General Fund	110.11000 (Cash)	\$600.00		
144493	08/08/2024	Open			Accounts Payable	REXEL INC	\$317.75		
			Invoice	Date	Description		Amount		
					S139209524.003	Supplies for Municipal Services	\$317.75		
			Paying Fund		Cash Account		Amount		
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$317.75		
144494	08/08/2024	Open			Accounts Payable	Ricoh USA, Inc.	\$113.60		
			Invoice	Date	Description		Amount		
					5069830536	SRWA - Copy/Printer Machine Maint July 2024	\$113.60		
			Paying Fund		Cash Account		Amount		
					950 - SRWA - JPA	950.11000 (Cash)	\$113.60		
144495	08/08/2024	Open			Accounts Payable	ROBERTSON - BRYAN INC	\$11,455.10		
			Invoice	Date	Description		Amount		
					16323.1	NPDES PERMIT COMPLIANCE SERVICES THROUGH 6.30.24 TASK 1	\$933.25		
					16323.2	NPDES PERMIT COMPLIANCE SERVICES THROUGH 6.30.24	\$9,600.10		
					16323.4.2	NPDES PERMIT COMPLIANCE SERVICES THROUGH 6.30.24 TASK 4	\$921.75		
			Paying Fund		Cash Account		Amount		
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$10,533.35		
					416 - Recycled Water Sales	416.11000 (Cash)	\$921.75		
144496	08/08/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$1,276.14		
			Invoice	Date	Description		Amount		
					3038199531	6410397:CE KIT,WATER PUMP	\$553.94		
					3038242632	HANDLE - SEAT BACK ADJUSTING	\$15.37		
					3038211153	SENSOR,OXYGEN	\$706.83		
			Paying Fund		Cash Account		Amount		
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$15.37		
					426 - Transit	426.11000 (Cash)	\$1,260.77		
144497	08/08/2024	Open			Accounts Payable	SAN JOAQUIN VALLEY	\$2,700.00		
			Invoice	Date	Description		Amount		
					N163849	FACILITY ID# N10043	\$2,700.00		

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	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$2,700.00		
144498	08/08/2024	Open			Accounts Payable	SEEGERS PRINTING INC	\$670.22		
	Invoice		Date	Description			Amount		
	0144020-IN		06/30/2024	Water Shut Off Door Hangers			\$670.22		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$670.22		
144499	08/08/2024	Open			Accounts Payable	SHAPE INC	\$5,962.37		
	Invoice		Date	Description			Amount		
	34014B24110		07/08/2024	Flygt Submersible pump maintenance			\$3,608.93		
	35547B24533		07/23/2024	Flygt Submersible pump maintenance			\$2,353.44		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$5,962.37		
144500	08/08/2024	Voided	INCORRECT ENTRY	08/09/2024	Accounts Payable	SHARPENING SHOP	\$1,740.67		
	Invoice		Date	Description			Amount		
	424538		07/19/2024	AIR FILTER; SPARK PLUG; HAZARDOUS WASTE GAS; OIL; EDGER BLADE			\$320.53		
	424756		07/23/2024	CORDLESS CHAINSAW; AP 500 BATTERY; 55E CHAIN LOOP X 2			\$927.63		
	424862		07/24/2024	CLEANER & DEGREASER; ASPEN FUEL 2 CYCLE; AIR FILTER			\$58.02		
	424902		07/25/2024	25.4 CC CURVED SHAFT EDGER			\$434.49		
	Paying Fund			Cash Account			Amount		
	205 - Sports Facilities			205.11000 (Cash)			\$434.49		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$985.65		
	246 - Landscape Assessment			246.11000 (Cash)			\$320.53		
144501	08/08/2024	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	\$2,245.94		
	Invoice		Date	Description			Amount		
	Ret CP 20-039		05/31/2024	20-039 Traffic Signal Synchronization E Monte Vista Ave-5/31/24			\$2,245.94		
	Paying Fund			Cash Account			Amount		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			\$2,245.94		
144502	08/08/2024	Open			Accounts Payable	TERRACON CONSULTANTS INC	\$4,175.00		
	Invoice		Date	Description			Amount		
	TM40254		07/20/2024	SR01, 21-021 Pedras Rd Rehabilitation -7/20/24			\$4,175.00		
	Paying Fund			Cash Account			Amount		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			\$4,175.00		
144503	08/08/2024	Open			Accounts Payable	TID	\$18,900.00		
	Invoice		Date	Description			Amount		
	30293		07/05/2024	GOMES LAKE O&M AND CAPITAL BUDGET 7.1.24-6.30.25			\$18,900.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$18,900.00		
144504	08/08/2024	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$20,284.00		
	Invoice		Date	Description			Amount		
	06-2024		06/30/2024	Turlock Sweeping - JUNE			\$20,284.00		
	Paying Fund			Cash Account			Amount		

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	246 - Landscape Assessment			246.11000 (Cash)			\$8,113.60		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$12,170.40		
144505	08/08/2024	Open			Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$1,650.00		
	Invoice		Date	Description			Amount		
	2191864		06/03/2024	A040771-780, A040782-788, A040800			\$1,650.00		
	Paying Fund			Cash Account			Amount		
	266 - Police Services Grants			266.11000 (Cash)			\$1,650.00		
144506	08/08/2024	Open			Accounts Payable	TURLOCK UNIFIED	\$339,879.18		
	Invoice		Date	Description			Amount		
	Dev Reimb-1		08/02/2024	Reimbursement for Construction of Public Improvements			\$339,879.18		
	Paying Fund			Cash Account			Amount		
	306 - North Turlock Master Plan			306.11000 (Cash)			\$318,032.92		
	421 - Water Line Construction			421.11000 (Cash)			\$21,846.26		
144507	08/08/2024	Open			Accounts Payable	UNITED RENTAL INC	\$1,857.44		
	Invoice		Date	Description			Amount		
	236131750-001		07/11/2024	SCISSOR LIFT 19' ELECTRIC			\$131.44		
	229163882-007		07/16/2024	SRWA - Equipment rental Skid Steer Loader 7/01/24 - 7/29/24			\$1,726.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$131.44		
	450 - SRWA - Operations			450.11000 (Cash)			\$1,726.00		
144508	08/08/2024	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$66,185.19		
	Invoice		Date	Description			Amount		
	52267177		07/19/2024	SODIUM HYPOCHLORITE			\$15,860.71		
	52248364		07/12/2024	SODIUM HYPOCHLORITE			\$16,422.38		
	52255866		07/16/2024	SODIUM HYPOCHLORITE			\$16,645.50		
	52274642		07/23/2024	SODIUM HYPOCHLORITE			\$17,256.60		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$66,185.19		
144509	08/08/2024	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$1,409.10		
	Invoice		Date	Description			Amount		
	0128444240801		08/01/2024	Acct #128444 - Public Safety internet service			\$763.27		
	0131803240801		08/01/2024	Acct #131803 - Transit Center telephone			\$645.83		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$763.27		
	426 - Transit			426.11000 (Cash)			\$645.83		
144510	08/08/2024	Open			Accounts Payable	VERIZON WIRELESS	\$3,211.06		
	Invoice		Date	Description			Amount		
	9969364403		06/30/2024	642482150-00001 UTILITY WELL SITES-SIM CARD USAGE 6/19-7/18			\$521.68		
	9968225258		08/01/2024	972530635-00023 MONTHLY EQUIPMENT CHARGES			\$710.83		
	9968225265		08/02/2024	JUNE - JULY 2024			\$302.96		
	9968225266		08/05/2024	JUNE - JULY 2024			\$836.47		
	9968225261		08/05/2024	JUNE - JULY 2024			\$839.12		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 8/2/2024 - To Payment Date: 8/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
144517	08/08/2024	Open			Accounts Payable	EMERALD SITE SERVICES	\$3,461.90		
			Date	Description		Amount			
			07/25/2024	HYDRANT METER #15649493 FOR MONTE VISTA/NORWICH		\$3,461.90			
				Cash Account		Amount			
				110 - General Fund		\$3,495.00			
				420 - WATER		(\$33.10)			
144518	08/08/2024	Open			Accounts Payable	NAVARRO, FRANCISCO	\$354.00		
			Date	Description		Amount			
			07/30/2024	CACC CONFERENCE, DALLAS, TX, 8/11/24-8/15/24		\$354.00			
				Cash Account		Amount			
				110 - General Fund		\$354.00			
144519	08/08/2024	Voided	DUPLICATE ENTRY	08/09/2024	Accounts Payable	O'Bryan, Whitnee	\$1,433.30		
			Date	Description		Amount			
			08/05/2024	PLAY Refund - O'Bryan (1307936)		\$1,433.30			
				Cash Account		Amount			
				110 - General Fund		\$1,433.30			
144520	08/08/2024	Open			Accounts Payable	OBRYAN, WHITNEE	\$1,433.30		
			Date	Description		Amount			
			07/09/2024	PLAY Program family credit		\$1,433.30			
				Cash Account		Amount			
				110 - General Fund		\$1,433.30			
144521	08/08/2024	Open			Accounts Payable	OCHOA, EVEDENA	\$1,739.10		
			Date	Description		Amount			
			07/22/2024	PLAY Program family credit		\$1,739.10			
				Cash Account		Amount			
				110 - General Fund		\$1,739.10			
144522	08/08/2024	Open			Accounts Payable	SANCHEZ, EMILY	\$315.00		
			Date	Description		Amount			
			07/11/2024	PLAY Program 2023/2024 family credit		\$315.00			
				Cash Account		Amount			
				110 - General Fund		\$315.00			
144523	08/08/2024	Open			Accounts Payable	Shahi, Dalvinder	\$150.00		
			Date	Description		Amount			
			07/26/2024	Fuses Distrib - Wayside Market		\$150.00			
				Cash Account		Amount			
				120 - Tourism		\$150.00			
144524	08/08/2024	Open			Accounts Payable	TALK OF THE TOWN BOOSTERS	\$1,000.00		
			Date	Description		Amount			
			07/22/2024	Senior Center Deposit Refund		\$1,000.00			
				Cash Account		Amount			
				110 - General Fund		\$1,000.00			

Type Check Totals:
AP - Accounts Payable Totals

100 Transactions

\$845,006.47

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	98	\$841,832.50	\$0.00

Payment Register

From Payment Date: 8/2/2024 - To Payment Date: 8/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$3,173.97	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	100	\$845,006.47	\$0.00	
<hr/>									
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	98	\$841,832.50	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$3,173.97	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	100	\$845,006.47	\$0.00	
<hr/>									
Grand Totals:					Checks		Transaction Amount	Reconciled Amount	
					Open	98	\$841,832.50	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$3,173.97	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	100	\$845,006.47	\$0.00	
<hr/>									
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	98	\$841,832.50	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$3,173.97	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	100	\$845,006.47	\$0.00	

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From Payment Date: 8/9/2024 - To Payment Date: 8/15/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
144525	08/09/2024	Open			Accounts Payable	SHARPENING SHOP	\$813.04		
	Invoice		Date		Description		Amount		
	424538		07/19/2024		AIR FILTER; SPARK PLUG; HAZARDOUS WASTE		\$320.53		
	424862		07/24/2024		CLEANER & DEGREASER; ASPEN FUEL 2 CYCLE;		\$58.02		
	424902		07/25/2024		AIR FILTER		\$434.49		
	25.4 CC CURVED SHAFT EDGER						\$434.49		
	Paying Fund				Cash Account		Amount		
	205 - Sports Facilities				205.11000 (Cash)		\$434.49		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$58.02		
	246 - Landscape Assessment				246.11000 (Cash)		\$320.53		
144526	08/14/2024	Open			Utility Management	BAPTISTA, FRANCISCO , M	\$60.00		
					Refund				
	Account Type		Account Number		Description	Transaction Date	Transaction Type		
	Single Family Res Flat		001366-002		MOVE-OUT CREDIT	08/12/2024	Refund		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$60.00		
144527	08/14/2024	Open			Utility Management	HART, ALEXANDRA	\$269.87		
					Refund				
	Account Type		Account Number		Description	Transaction Date	Transaction Type		
	Single Family Res Metered		833169-002		MOVE-OUT CREDIT	08/12/2024	Refund		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$58.68		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$91.94		
	420 - WATER				420.11000 (Cash)		\$119.25		
144528	08/14/2024	Open			Utility Management	KAUR, MANPREET	\$164.75		
					Refund				
	Account Type		Account Number		Description	Transaction Date	Transaction Type		
	Single Family Res Metered		532711-003		MOVE-OUT CREDIT	08/12/2024	Refund		
	Paying Fund				Cash Account		Amount		
	119 - American Rescue Plan Act				119.11000 (Cash)		\$1.85		
	420 - WATER				420.11000 (Cash)		\$162.90		
144529	08/15/2024	Open			Accounts Payable	ABS DIRECT INC	\$8,526.44		
	Invoice		Date		Description		Amount		
	PA-119194		08/14/2024		Prop 218 Notices Postage		\$8,526.44		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,263.22		
	420 - WATER				420.11000 (Cash)		\$4,263.22		
144530	08/15/2024	Open			Accounts Payable	AIRGAS NCN	\$1,591.01		
	Invoice		Date		Description		Amount		
	5509979380		07/31/2024		CYLINDER RENTAL		\$1,523.54		
	5509979381		07/31/2024		CYLINDER RENTAL LARGE HELIUM		\$67.47		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$67.47		
	420 - WATER				420.11000 (Cash)		\$1,523.54		

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From Payment Date: 8/9/2024 - To Payment Date: 8/15/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
144531	08/15/2024	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$1,987.23		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	INV3173		07/22/2024		SHIPPING & RECEIVING GENERAL SUPPLIES		\$461.66		
	INV3199		07/25/2024		SHIPPING & RECEIVING GENERAL SUPPLIES		\$81.47		
	INV3301		08/02/2024		SHIPPING & RECEIVING GENERAL SUPPLIES		\$868.51		
	INV3302		08/02/2024		SHIPPING & RECEIVING GENERAL SUPPLIES		\$62.92		
	INV3370		08/08/2024		ALLEGIANCE - JANITORIAL SUPPLIES		\$469.78		
	INV3369		08/08/2024		ALLEGIANCE - JANITORIAL SUPPLIES		\$42.89		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,987.23		
144532	08/15/2024	Open			Accounts Payable	AT&T MOBILITY	\$3,113.36		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	X07272024		07/19/2024		POLICE JUN 20 - JUL 19 2024		\$2,551.37		
	12X07272024		07/19/2024		FIRE - JULY AIR CARDS		\$561.99		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$3,113.36		
144533	08/15/2024	Open			Accounts Payable	AT&T/SBC	\$66.11		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	RELAY 8/1/24		08/01/2024		Acct# 248 134-2929 655 9/ California Relay Srvc TDD		\$4.30		
	FIRE 8/1/24		08/01/2024		Acct# 233 841-5391 333 1/ Fire Dept		\$61.81		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$66.11		
144534	08/15/2024	Open			Accounts Payable	B & V Commercial Cleaning, Inc	\$3,229.29		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3054		08/01/2024		SRWA - Janitorial Cleaning Service July 2024		\$3,133.61		
	3065		06/30/2024		March thru June 2024 Revised Charges		\$95.68		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	950 - SRWA - JPA				950.11000 (Cash)		\$3,229.29		
144535	08/15/2024	Open			Accounts Payable	BADGER METER INC dba NATIONAL METER & AUTOMATION	\$60.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	80166960		07/30/2024		ORION CELLULAR JULY 2024		\$60.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$60.00		
144536	08/15/2024	Open			Accounts Payable	BARTON OVERHEAD DOOR INC	\$445.36		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	006899		07/30/2024		ST#32 - BROKEN WIRES		\$445.36		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$445.36		
144537	08/15/2024	Open			Accounts Payable	BERLA CORPORATION	\$3,250.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	24-J02-0801		07/01/2024		DONGLE ID: 1327960139 RENEWAL 7/1/24-7/1/25		\$3,250.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$3,250.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
144538	08/15/2024	Open			Accounts Payable	BICSEC SECURITY INC	\$266.25		
	Invoice		Date	Description		Amount			
	218006		08/01/2024	SRWA BICSEC - SECURITY AND FIRE ALARM MONITORING Sept 24		\$266.25			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$266.25			
144539	08/15/2024	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$2,180.15		
	Invoice		Date	Description		Amount			
	274824		08/05/2024	MOUNT		\$190.47			
	274852		08/06/2024	HEADLIGHTS		\$1,810.60			
	274857		08/06/2024	84621036 (S) REGULATOR		\$179.08			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,180.15			
144540	08/15/2024	Open			Accounts Payable	BSK & ASSOCIATES	\$1,289.00		
	Invoice		Date	Description		Amount			
	0106800		07/31/2024	19-51B Columbia Pool Improvements Construction-7/31/24		\$1,289.00			
	Paying Fund			Cash Account		Amount			
	301 - Capital Improvements			301.11000 (Cash)		\$1,289.00			
144541	08/15/2024	Open			Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	\$300.00		
	Invoice		Date	Description		Amount			
	TP24004131-1		08/08/2024	CONFIDENTIAL VICTIM EXPENSE E6600104702301		\$150.00			
	TP24004131-2		08/08/2024	CONFIDENTIAL VICTIM EXPENSE E6600104730601		\$150.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$300.00			
144542	08/15/2024	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	\$2,291.99		
	Invoice		Date	Description		Amount			
	250118		07/22/2024	FILL SAND		\$1,140.00			
	251020		08/02/2024	FILL SAND FOR WQC		\$1,151.99			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,291.99			
144543	08/15/2024	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$1,293.67		
	Invoice		Date	Description		Amount			
	170078401080124		08/01/2024	170078401 / D. LEWIS 2014 Independence Dr. Admin Internet		\$84.98			
	170074001080124		08/01/2024	170074001 / WQC 901 S Walnut Rd		\$99.98			
	170078701080124		08/12/2024	170078701 / L. MACHADO 4304 Arcadian Dr IT Internet		\$89.99			
	170073601080124		08/01/2024	170073601 / PSF TV & INTERNET 244 N Broadway		\$619.72			
	170075001080124		08/01/2024	170075001 / CITY HALL 156 S Broadway #116 City Wide Internet		\$399.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$704.70			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$49.99			
	420 - WATER			420.11000 (Cash)		\$49.99			
	501 - Information Technology			501.11000 (Cash)		\$488.99			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
144544	08/15/2024	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$15.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	5223324981		08/01/2024		SRWA Medical Supplies		\$15.50		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	450 - SRWA - Operations				450.11000 (Cash)		\$15.50		
144545	08/15/2024	Open			Accounts Payable	COUNTRYSIDE TIRE & BRAKE	\$119.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	04-236525		08/09/2024		POL21-1357 ALIGMENT		\$119.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$119.00		
144546	08/15/2024	Open			Accounts Payable	CRAIG SAFETY GROUP	\$1,660.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	22164		07/18/2024		CONFINED SPACE TRAINING		\$1,660.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,660.00		
144547	08/15/2024	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	\$197.14		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	W132165		05/23/2024		5/8" Cam Lock - CS768978		\$26.07		
	0010389		07/10/2024		SERVICE CALL @ RECREATION OFFICE DOUBLE DOORS - CLEAN AND SERV.		\$145.00		
	132165		06/30/2024		5/8 CAM		\$26.07		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$197.14		
144548	08/15/2024	Open			Accounts Payable	DELL MARKETING LP	\$4,531.72		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	10752899210		06/06/2024		24 Monitor - PD		\$191.01		
	10753751526		06/11/2024		Admin Remodel		\$2,737.96		
	10757042352		06/28/2024		PD - Cyber High Tech Crime Unit		\$1,602.75		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$4,531.72		
144549	08/15/2024	Open			Accounts Payable	DF ENGINEERING INC	\$15,700.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	24218		07/31/2024		22-001 Pre/Post Construction Corner Records Package 1-7/31/24		\$15,700.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	115 - Measure A - Roads				115.11000 (Cash)		\$15,700.00		
144550	08/15/2024	Open			Accounts Payable	DOCUSCRIPT, LLC	\$1,257.82		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2643		08/01/2024		TRANSCRIPTION SERVICES FOR JULY 2024		\$1,257.82		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,257.82		
144551	08/15/2024	Open			Accounts Payable	Droneosphere Corporation DBA Drone Works	\$6,688.04		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	DW24070901		07/29/2024		DJI Mavic 3T Drone and Batteries		\$6,688.04		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		

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	110 - General Fund			110.11000 (Cash)			\$6,688.04		
144552	08/15/2024	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$2,800.75		
	Invoice		Date	Description		Amount			
	S6208621.001		07/24/2024	AERATION		\$208.72			
	S6210016.001		07/25/2024	WQC SUPPLIES		(\$241.68)			
	S6206326.001		07/22/2024	WQC SUPPLIES		\$787.60			
	S6212177.006		08/02/2024	AB FLUME LEVEL SENSOR CONTROL PANEL		\$561.07			
	S6212177.004		08/02/2024	AB FLUME LEVEL SENSOR CONTROL PANEL		\$23.27			
	S6212177.005		08/02/2024	AB FLUME LEVEL SENSOR CONTROL PANEL		\$482.96			
	S6212177.003		08/02/2024	AB FLUME LEVEL SENSOR CONTROL PANEL		\$280.39			
	S6212177.002		08/02/2024	AB FLUME LEVEL SENSOR CONTROL PANEL		\$15.24			
	S6212177.001		07/29/2024	AB FLUME LEVEL SENSOR CONTROL PANEL		\$683.18			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,800.75		
144553	08/15/2024	Open			Accounts Payable	ENGINEERED FIRE SYST INC	\$625.00		
	Invoice		Date	Description		Amount			
	21598		08/01/2024	PLAN CHECKING SERVICE - JULY 2024		\$625.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$625.00		
144554	08/15/2024	Open			Accounts Payable	ENTERPRISE FM TRUST	\$4,804.22		
	Invoice		Date	Description		Amount			
	FBN5107699		08/03/2024	SRWA Enterprise Leased Vehicles - August 2024		\$4,804.22			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)			\$4,804.22		
144555	08/15/2024	Open			Accounts Payable	ENTERPRISE HOLDINGS LLC	\$2,159.13		
	Invoice		Date	Description		Amount			
	36607450		07/31/2024	SIU RENTAL FOR JULY 2024		\$2,159.13			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$2,159.13		
144556	08/15/2024	Open			Accounts Payable	FASTENAL COMPANY INC	\$482.22		
	Invoice		Date	Description		Amount			
	CATUR192974		07/22/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$59.10			
	CATUR193296		07/31/2024	SHOP SUPPLIES		\$423.12			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$482.22		
144557	08/15/2024	Open			Accounts Payable	FEDERAL EXPRESS	\$237.55		
	Invoice		Date	Description		Amount			
	8-585-60543		08/09/2024	SHIPPING CHARGES FOR 8/9/24		\$237.55			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$177.98		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$46.18		
	420 - WATER			420.11000 (Cash)			\$13.39		
144558	08/15/2024	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	\$10,584.00		
	Invoice		Date	Description		Amount			
	5241		08/01/2024	SRWA - Unarmed Security Services July 2024		\$10,584.00			
	Paying Fund			Cash Account		Amount			

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	950 - SRWA - JPA			950.11000 (Cash)			\$10,584.00		
144559	08/15/2024	Open			Accounts Payable	FRANCHISE TAX BOARD	\$1,883.83		
	Invoice		Date	Description		Amount			
	080324WILSON		08/09/2024	08/03/24 PAYROLL WITHHOLDING		\$1,883.83			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$1,883.83		
144560	08/15/2024	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$953.00		
	Invoice		Date	Description		Amount			
	K4G2407		07/24/2024	SRWA LABORATORY ANALYSIS SERVICES 7.24.24		\$229.00			
	K4G2506		07/25/2024	SRWA LABORATORY ANALYSIS SERVICES 7.25.24		\$180.00			
	K4G2904		07/29/2024	SRWA LABORATORY ANALYSIS SERVICES 7.29.24		\$45.00			
	K4G3010		07/30/2024	SRWA LABORATORY ANALYSIS SERVICES 7.30.24		\$45.00			
	K4G3111		07/31/2024	SRWA LABORATORY ANALYSIS SERVICES 7.31.24		\$229.00			
	K4H0105		08/01/2024	SRWA LABORATORY ANALYSIS SERVICES 8.01.24		\$180.00			
	K4H0505		08/05/2024	SRWA LABORATORY ANALYSIS SERVICES 8.05.24		\$45.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)			\$953.00		
144561	08/15/2024	Open			Accounts Payable	GHD INC	\$11,188.88		
	Invoice		Date	Description		Amount			
	380-0054767		07/27/2024	SR07, 23-035 Signal Coordination Christoffersen Parkway-7/27/24		\$6,003.75			
	380-0054774		07/27/2024	SR06, 23-034 Signal Coordination on Lander Ave- 7/27/24		\$5,142.38			
	380-0054826		07/27/2024	SR08, 21-030 Traffic Engineering Srvs-S Broadway A St-7/27/24		\$42.75			
	Paying Fund			Cash Account		Amount			
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			\$11,146.13		
	216 - Streets - Local Transportation			216.11000 (Cash)			\$42.75		
144562	08/15/2024	Open			Accounts Payable	GILLIG LLC	\$3,816.10		
	Invoice		Date	Description		Amount			
	41202795		08/05/2024	need a condenser fan for bus TRA21-1069		\$2,766.54			
	41205651		08/07/2024	13-46071-000 4 EA LAMP ASM, SIDE TURN/MARKER, DIALIGH		\$152.16			
	41206112		08/08/2024	82-60846-001 2 PK ELEMENT, CNG 10 PACK		\$897.40			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)			\$3,816.10		
144563	08/15/2024	Open			Accounts Payable	GRAINGER INC, W W	\$610.12		
	Invoice		Date	Description		Amount			
	9171014997		07/02/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$2.82			
	9196080726		07/26/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$155.37			
	9196429220		07/26/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$392.62			
	9184016310		07/16/2024	SHIPPING & RECEIVING GENERAL SUPPLIES		\$59.31			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$607.30		
	420 - WATER			420.11000 (Cash)			\$2.82		

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144564	08/15/2024	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUBOOK	\$3,441.19		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	INV00438358		07/30/2024		ULTRASONIC LEVEL SENSOR		\$1,061.02		
	INV00413537		07/05/2024		EYE/FACE WASH		\$1,273.92		
	INV00430094		07/23/2024		MANHOLE COVER CUSHION		\$204.99		
	INV00438480		07/31/2024		LEADER HOSE BLACK		\$616.78		
	INV00439697		07/31/2024		POWER SEAL		\$284.48		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$821.77		
	420 - WATER				420.11000 (Cash)		\$2,619.42		
144565	08/15/2024	Open			Accounts Payable	HILMAR LUMBER INC	\$237.26		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	678606		07/27/2024		COPPER TUBING		\$34.54		
	678607		07/27/2024		STAINLESS NIPPLE		\$16.38		
	678779		07/29/2024		WQC SUPPLIES		\$118.26		
	678786		07/29/2024		WQC SUPPLIES		\$2.37		
	679403		08/01/2024		SRWA Supplies - Hammers		\$65.71		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$120.63		
	420 - WATER				420.11000 (Cash)		\$50.92		
	450 - SRWA - Operations				450.11000 (Cash)		\$65.71		
144566	08/15/2024	Open			Accounts Payable	HILMAR READY MIX	\$515.38		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	12718		07/02/2024		CONCRETE		\$146.71		
	12725		07/09/2024		CONCRETE - SEWER JOB		\$70.39		
	12744		07/25/2024		CONCRETE AND DELAY SET BAGS		\$157.50		
	12733		07/18/2024		400 SOUTH - WATER JOB		\$70.39		
	12727		07/10/2024		CONCRETE - WATER JOB - TACO BELL		\$70.39		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$217.10		
	420 - WATER				420.11000 (Cash)		\$298.28		
144567	08/15/2024	Open			Accounts Payable	HUNT & SONS, INC.	\$11,868.28		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	551300		08/05/2024		grease		\$2,515.76		
	552236		07/31/2024		oil invoice		\$6,695.22		
	552809		08/09/2024		oil invoice		\$2,657.30		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,928.77		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$1,795.53		
	246 - Landscape Assessment				246.11000 (Cash)		\$939.40		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,556.90		
	420 - WATER				420.11000 (Cash)		\$971.57		
	426 - Transit				426.11000 (Cash)		\$2,676.11		
144568	08/15/2024	Open			Accounts Payable	L & L SIGNS	\$220.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	8385		08/11/2024		REFLECTIVE NUMBERS & SEAL UTV4		\$220.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		

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					110 - General Fund	110.11000 (Cash)	\$220.00		
144569	08/15/2024	Open			Accounts Payable	LC ACTION POLICE SUPPLY, LTD	\$19,465.13		
					Invoice	Date	Description	Amount	
					462433	06/30/2024	GLOCK 45 9MM GEN 5 W/TRADE-INS	\$19,465.13	
					Paying Fund		Cash Account	Amount	
					240 - Small Equipment Replacement	240.11000 (Cash)	\$19,465.13		
144570	08/15/2024	Open			Accounts Payable	LEGACY HEALTH ENDOWMENT	\$100,000.00		
					Invoice	Date	Description	Amount	
					PCC2024-4	08/05/2024	LHE Person Centered Care Program - 4 of 4	\$100,000.00	
					Paying Fund		Cash Account	Amount	
					119 - American Rescue Plan Act	119.11000 (Cash)	\$100,000.00		
144571	08/15/2024	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$32,821.99		
					Invoice	Date	Description	Amount	
					52192	06/30/2024	23-032 CM for Roads task Order No. 1-6/30/24	\$32,821.99	
					Paying Fund		Cash Account	Amount	
					115 - Measure A - Roads	115.11000 (Cash)	\$32,821.99		
144572	08/15/2024	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$699.48		
					Invoice	Date	Description	Amount	
					43082712	07/16/2024	ASPHALT	\$80.26	
					43052077	07/12/2024	ASPHALT	\$83.28	
					43025091	07/10/2024	ASPHALT	\$91.59	
					42962634	07/02/2024	ASPHALT	\$84.04	
					43011174	07/09/2024	ASPHALT	\$90.08	
					43286823	07/31/2024	ASPHALT	\$87.81	
					43299270	08/05/2024	ASPHALT	\$91.59	
					43322496	08/06/2024	ASPHALT	\$90.83	
					Paying Fund		Cash Account	Amount	
					219 - SB1 Road Maint & Rehab Account	219.11000 (Cash)	\$699.48		
144573	08/15/2024	Open			Accounts Payable	MME	\$344.86		
					Invoice	Date	Description	Amount	
					025296	08/06/2024	8" KANAFLEX 180AR	\$344.86	
					Paying Fund		Cash Account	Amount	
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$344.86		
144574	08/15/2024	Open			Accounts Payable	MODESTO WINDUSTRIAL	\$131.07		
					Invoice	Date	Description	Amount	
					209119 04	08/07/2024	SRWA Supplies - Sched. 80 PVC Pipe	\$131.07	
					Paying Fund		Cash Account	Amount	
					450 - SRWA - Operations	450.11000 (Cash)	\$131.07		
144575	08/15/2024	Open			Accounts Payable	NAPA AUTO PARTS	\$11.51		
					Invoice	Date	Description	Amount	
					824206	08/06/2024	MMM BLUE ABRASIVE DISC ()	\$11.51	
					Paying Fund		Cash Account	Amount	
					110 - General Fund	110.11000 (Cash)	\$11.51		

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144576	08/15/2024	Open			Accounts Payable	NBS GOVERNMENT FINANCE GROUP	\$7,500.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	202407-2724		07/12/2024		Project #TURLOCK.PE.24 - Prof. Svcs through 6/30/24.		\$7,500.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$7,500.00		
144577	08/15/2024	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$604.05		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	14H0033309543		08/08/2024		5 Gallon water & plastic cups @ Corp Yard (7/7 - 8/6/2024)		\$423.20		
	14G0033242397		06/30/2024		5 GALLON NESTLE DRINKING WATER ELECTRICAL MAINT 6/27/24-7/26/24		\$180.85		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$211.60		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$105.80		
	246 - Landscape Assessment				246.11000 (Cash)		\$105.80		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$90.42		
	420 - WATER				420.11000 (Cash)		\$90.43		
144578	08/15/2024	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$1,770.83		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	8577-429178		08/05/2024		BATTERY		\$189.20		
	8577-429187		08/05/2024		HPK 40955 TRLR CONN MULTI 7:4		\$43.44		
	8577-429203		08/05/2024		AC PARTS		\$75.96		
	8577-429211		08/05/2024		FILTERS		\$137.42		
	8577-429252		08/05/2024		PAPER DISC ROLL		\$151.42		
	8577-429277		08/06/2024		SAND PAPER-Credit for Orig 429252		(\$151.42)		
	8577-429281		08/06/2024		WINDOW REGULATOR		\$154.29		
	8577-429289		08/06/2024		FILTER		\$3.82		
	8577-429303		08/06/2024		REMAN COMPRESSOR		\$445.33		
	8577-429351		08/06/2024		filters-Credit for Orig 429211		(\$137.42)		
	8577-429376		08/07/2024		SERP BELT-POLY RIB		\$32.85		
	8577-429379		08/07/2024		ROTORs		\$127.07		
	8577-429413		08/07/2024		BATTERY-Credit for Orig 420267		(\$23.90)		
	8577-429414.		08/07/2024		BATTERY-Credit for Orig 369912		(\$23.90)		
	8577-429447		08/08/2024		BATTERY		\$209.29		
	8577-429461		08/08/2024		ROTORs AND PADS		\$211.84		
	8577-429477		08/08/2024		AW32 HYDRAULIC FLUID		\$151.75		
	8577-429475		08/08/2024		AW32 HYDRAULIC FLUID		\$151.75		
	8577-429479		08/08/2024		OIL-Credit for Orig 429477		(\$151.75)		
	8577-429482		08/08/2024		EVACUATOR PLUS		\$173.79		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$730.51		
	246 - Landscape Assessment				246.11000 (Cash)		\$43.44		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$317.05		
	420 - WATER				420.11000 (Cash)		\$421.13		
	426 - Transit				426.11000 (Cash)		\$258.70		

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144579	08/15/2024	Open			Accounts Payable	NHA Advisors, LLC	\$13,737.50		
	Invoice		Date	Description			Amount		
	01085		10/13/2023	Continuing Disclosure Compliance & CDIAC Reports 2017			\$800.00		
	01326		04/29/2024	Continuing Disclosure Compliance & CDIAC Reports - FY 22/23			\$12,937.50		
	Paying Fund			Cash Account			Amount		
	118 - Measure A			118.11000 (Cash)			\$500.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,843.75		
	416 - Recycled Water Sales			416.11000 (Cash)			\$500.00		
	420 - WATER			420.11000 (Cash)			\$5,143.75		
	621 - Successor Agency - Non LMI			621.11000 (Cash)			\$3,250.00		
	950 - SRWA - JPA			950.11000 (Cash)			\$500.00		
144580	08/15/2024	Open			Accounts Payable	NORTH STAR ENGINEERING GROUP INC	\$4,170.71		
	Invoice		Date	Description			Amount		
	25538		07/31/2024	SR09, 23-040 Water Line Replacement 2024 Roads Program-7/31/24			\$4,170.71		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$4,170.71		
144581	08/15/2024	Open			Accounts Payable	Northstar Chemical	\$10,266.56		
	Invoice		Date	Description			Amount		
	288073		07/31/2024	SODIUM HYDROXIDE			\$4,238.31		
	288232		07/31/2024	FERRIC CHLORIDE			\$6,028.25		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$10,266.56		
144582	08/15/2024	Open			Accounts Payable	NV5 INC.	\$844.50		
	Invoice		Date	Description			Amount		
	000000397966		06/30/2024	SR02, 23-040 Water Line Replacement 2024 Roads Program-6/30/24			\$844.50		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$844.50		
144583	08/15/2024	Open			Accounts Payable	ONESOURCE DISTRIBUTORS, LLC	\$1,098.97		
	Invoice		Date	Description			Amount		
	S007465344.001		07/01/2024	BIOTOWER PUMPS - KEVLAR CORD GRIPS			\$1,068.87		
	S007578307.001		08/01/2024	TOOLS			\$30.10		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,098.97		
144584	08/15/2024	Open			Accounts Payable	Operational Technical Services, LLC	\$11,645.00		
	Invoice		Date	Description			Amount		
	4348		08/04/2024	SRWA - Senior Operator EB 7.31.24 - 8.04.24			\$7,398.00		
	4349		07/31/2024	SRWA - Senior Operator MC 7.29.24 - 7.31.24			\$4,247.00		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$11,645.00		
144585	08/15/2024	Open			Accounts Payable	OREILLY AUTO PARTS	\$1,043.36		
	Invoice		Date	Description			Amount		
	2800-456447		08/05/2024	AC PARTS			\$85.93		
	2800-457168		08/07/2024	MPB 515159 HUB ASSEMBLY			\$378.78		

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	2800-457816		08/09/2024		LOWER CONTROL ARMS		\$542.91		
	2800-457876		08/09/2024		SUSP PARTS		\$25.74		
	2800-457932		08/09/2024		PRE K200222	SWAY BAR BSH	\$10.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$957.43		
	426 - Transit				426.11000 (Cash)		\$85.93		
144586	08/15/2024	Open			Accounts Payable	P G & E		\$572.94	
	Invoice			Date	Description		Amount		
	FIRE#3 8/4/24			08/04/2024	2087893140-9 / 501 E Monte Vista Ave		\$56.49		
	CITY HALL8/7/24			08/07/2024	3254375586-5 / 156 S Broadway		\$36.60		
	FIRE#1 8/7/24			08/07/2024	3159594551-5 / 540 Marshall St		\$130.99		
	SENIOR 8/7/24			08/07/2024	2890831960-2 / 1191 Cahill St		\$102.91		
	FIRE#2 8/8/24			08/08/2024	6182877164-4 / 791 S Walnut Rd		\$32.02		
	AC 8/8/24			08/08/2024	6266210492-6 / 801 S Walnut Rd		\$7.84		
	WLNT#E 8/8/24			08/08/2024	6141210500-1 / 701 S Walnut Rd E		\$7.84		
	WQC 8/8/24			08/08/2024	6349543820-0 / 901 S Walnut Rd		\$7.84		
	WQC 08/08/24			08/08/2024	6307877156-3 / 901 S Walnut Rd		\$190.41		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$366.85		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$7.84		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$198.25		
144587	08/15/2024	Open			Accounts Payable	PACE SUPPLY CORPORATION		\$9,817.37	
	Invoice			Date	Description		Amount		
	059629010-1			07/22/2024	Pipe & pipe fittings for Municipal Services Utilities Division		\$1,662.52		
	059705501			08/06/2024	Pipe & pipe fittings for Municipal Services Utilities Division		\$830.30		
	059098365-11			07/25/2024	Pipe & pipe fittings for Municipal Services Utilities Division		\$1,759.53		
	059693856			07/29/2024	Pipe & pipe fittings for Municipal Services Utilities Division		\$5,565.02		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$9,817.37		
144588	08/15/2024	Open			Accounts Payable	PARK ASSOCIATES INC. DBA PARK PLANET		\$9,631.85	
	Invoice			Date	Description		Amount		
	IN24-1311			06/30/2024	WOOD FIBER- Chinese Mill Camp		\$9,631.85		
	Paying Fund				Cash Account		Amount		
	301 - Capital Improvements				301.11000 (Cash)		\$9,631.85		
144589	08/15/2024	Open			Accounts Payable	Petrulakis Law & Advocacy, APC		\$53,456.00	
	Invoice			Date	Description		Amount		
	2718			11/30/2023	Clean Water Ventures 11-30-23		\$270.00		
	2719			11/30/2023	Roads 11-30-23		\$150.00		
	2720			11/30/2023	Cannabis Regulation 11-30-23		\$480.00		
	2721			11/30/2023	General Municipal 11-30-23		\$21,191.50		
	2722			11/30/2023	Anhar 11-30-23		\$102.50		
	2730			12/31/2023	Cannabis Evergreen 12-31-23		\$210.00		
	2731			12/31/2023	DSD-12-31-23		\$30.00		
	2732			12/31/2023	Audit Letters - 12-31-23		\$930.00		

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	2733		12/31/2023		Housing 12-31-23		\$30.00		
	2734		12/31/2023		Transit - 12-31-23		\$270.00		
	2735		12/31/2023		General Municipal 12-31-23		\$10,223.00		
	2736		12/31/2023		Homelessness Policy 12-31-23		\$270.00		
	2814		01/31/2024		SRWA 01-31-24		\$210.00		
	2815		01/31/2024		Cannabis Regulation 1-31-24		\$90.00		
	2816		01/31/2024		Roads 1-31-24		\$270.00		
	2817		01/31/2024		Audit Letters 01-31-24		\$780.00		
	2818		01/31/2024		Transit - 1-31-24		\$60.00		
	2819		01/31/2024		General Municipal 01-31-24		\$16,059.00		
	2820		01/31/2024		Housing 01-31-24		\$360.00		
	2778		06/30/2024		Meetings - Other Reoccurring 6-30-24		\$1,470.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$52,496.00		
	115 - Measure A - Roads				115.11000 (Cash)		\$420.00		
	420 - WATER				420.11000 (Cash)		\$210.00		
	426 - Transit				426.11000 (Cash)		\$330.00		
144590	08/15/2024	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$240.00		
	Invoice		Date	Description	Amount				
	111573		06/30/2024	SR06, Well 8 Modification Nitrate Monitoring Handling-6/30/24	\$240.00				
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$240.00		
144591	08/15/2024	Open			Accounts Payable	PUMP PROS INC	\$3,354.09		
	Invoice		Date	Description	Amount				
	1258		07/02/2024	ELBOW PVC	\$401.71				
	1264		07/08/2024	CHLORINE PUMP	\$337.53				
	1267		07/11/2024	BRAIDED HOSE	\$1,111.74				
	1301		07/26/2024	FORD ULTRA COUPLING	\$1,503.11				
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,513.45		
	420 - WATER				420.11000 (Cash)		\$1,840.64		
144592	08/15/2024	Open			Accounts Payable	REXEL INC	\$3,577.51		
	Invoice		Date	Description	Amount				
	S139943977.001		07/29/2024	VEGA - VEGABAR 82	\$3,075.45				
	S139760417.004		08/02/2024	RTU POWER SUPPLIES	\$502.06				
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,577.51		
144593	08/15/2024	Open			Accounts Payable	Richard D. Jones, APLC dba Jones Mayer	\$202.50		
	Invoice		Date	Description	Amount				
	123699		06/30/2024	Special Counsel Legal Services - 06-30-24	\$202.50				
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$202.50		

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144594	08/15/2024	Open			Accounts Payable	ROBBINS, BROWNING, GODWIN & MARCHINI LLP	\$360.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	71538		07/31/2024		Special Counsel Legal Services - 7-31-24		\$360.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$360.00		
144595	08/15/2024	Open			Accounts Payable	Routeware, Inc.	\$28,255.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	INV-026675		01/22/2024		Recyclist (routeware) annual invoice		\$28,255.50		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	204 - SolidWaste/Recycle/PublicEducati				204.11000 (Cash)		\$28,255.50		
144596	08/15/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$3,265.06		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3038157809		08/06/2024		P1MZ3504X:FRD GEAR - RACK AND PINION STEERIN		\$1,468.11		
	3038212396		08/06/2024		4934537:CE Actuator		\$851.61		
	3038280352		08/09/2024		PANEL ASY - DOOR TRIM WHEEL ASY - STEERING		\$945.34		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,468.11		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$945.34		
	426 - Transit				426.11000 (Cash)		\$851.61		
144597	08/15/2024	Open			Accounts Payable	SAFE RESTRAINTS INC	\$1,772.96		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	CH072524TPD		07/29/2024		WRAP SAFETY RESTRAINT W/PROTECTIVE HELMET		\$1,772.96		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,772.96		
144598	08/15/2024	Open			Accounts Payable	SAFE-T-LITE CO INC	\$52.86		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	399057		07/26/2024		NO PARKING SIGNS		\$52.86		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$52.86		
144599	08/15/2024	Open			Accounts Payable	SEEGERS PRINTING INC	\$1,053.67		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0144060-IN		07/30/2024		TCP BILL INSERT		\$1,053.67		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$1,053.67		
144600	08/15/2024	Open			Accounts Payable	SHARPENING SHOP	\$1,915.44		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	425490		08/02/2024		EDGER 4HP HONDA 8"; ROPE; 14" ECHO BAR; YOUCAN CAP & SPRING KIT		\$1,480.95		
	425571		08/05/2024		H56CE-10"-13RMS-9'2" SPLITSHAFT-2 7.2CC-E		\$434.49		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,480.95		
	205 - Sports Facilities				205.11000 (Cash)		\$434.49		

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144601	08/15/2024	Open			Accounts Payable	SIEGFRIED ENGINEERING INC	\$121,783.83		
	Invoice		Date	Description			Amount		
	48055		06/30/2024	23-069 Design Services for Roads CIP Task Order 2 -			\$104,182.89		
	48045		06/30/2024	23-033 Engineering Design Services Task Order 1-			\$17,600.94		
				6/30/24					
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$121,783.83		
144602	08/15/2024	Open			Accounts Payable	SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC	\$485,265.33		
	Invoice		Date	Description			Amount		
	PP3/CP 21-021		06/30/2024	21-021 Pedras Rd Rehabilitation between Geer and			\$485,265.33		
				GSB-6/30/244					
	Paying Fund			Cash Account			Amount		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			\$485,265.33		
144603	08/15/2024	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	\$10,590.99		
	Invoice		Date	Description			Amount		
	PP5 20-038 Ret		06/30/2024	20-038 Signal Coordination on W Monte Vista, Gld			\$10,590.99		
				State & Geer Rd					
	Paying Fund			Cash Account			Amount		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			\$10,590.99		
144604	08/15/2024	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$140.00		
	Invoice		Date	Description			Amount		
	D1 - LOREGA		07/16/2024	D1 CERT			\$70.00		
	D1 - PEREZ		07/24/2024	D1 CERT			\$70.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$140.00		
144605	08/15/2024	Open			Accounts Payable	STERICYCLE INC	\$110.24		
	Invoice		Date	Description			Amount		
	8007562410		07/01/2024	ST#4 - STERI-SAFE MONTHLY TREATMENT			\$27.56		
	8007562412		07/01/2024	ST#2 - STERI-SAFE MONTHLY TREATMENT			\$27.56		
	8007562414		07/01/2024	ST#3 - STERI-SAFE MONTHLY TREATMENT			\$27.56		
	8007562416		07/01/2024	ST#1 - STERI-SAFE MONTHLY TREATMENT			\$27.56		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$110.24		
144606	08/15/2024	Open			Accounts Payable	STITCH QUEEN	\$264.64		
	Invoice		Date	Description			Amount		
	000544		07/09/2024	T-Shirts for Fleet			\$264.64		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			\$264.64		
144607	08/15/2024	Open			Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	\$232.03		
	Invoice		Date	Description			Amount		
	SO104528		08/09/2024	01-026A752-01D Whelen, Sub Assembly, LR11 White			\$232.03		
				Justice					
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$232.03		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
144608	08/15/2024	Open			Accounts Payable	STRYKER SALES CORP.	\$873.97		
	Invoice		Date	Description		Amount			
	9206681119		07/15/2024	ASSEMBLY BATTERY REPLACEMENT KIT		\$873.97			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$873.97			
144609	08/15/2024	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$405.35		
	Invoice		Date	Description		Amount			
	080324BECCHETTI		08/09/2024	08/03/24 PAYROLL WITHHOLDING		\$405.35			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$405.35			
144610	08/15/2024	Open			Accounts Payable	TARGET CORPORATION	\$866.80		
	Invoice		Date	Description		Amount			
	TARGET REVENUE		07/22/2024	BICYCLE FEES		\$866.80			
	Paying Fund			Cash Account		Amount			
	202 - Bicycle Safety			202.11000 (Cash)		\$866.80			
144611	08/15/2024	Open			Accounts Payable	THree 21 LLC dba Pacific Timesheet	\$3,780.00		
	Invoice		Date	Description		Amount			
	2100240		07/27/2024	Pacific Timesheet Annual Cloud Service 2024-2025		\$3,780.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,132.00			
	426 - Transit			426.11000 (Cash)		\$648.00			
144612	08/15/2024	Open			Accounts Payable	TURF STAR	\$520.39		
	Invoice		Date	Description		Amount			
	INV035429		08/08/2024	121-5347-03:BLADE-25.18 INCH, ANGLED, 121		\$520.39			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$173.47			
	205 - Sports Facilities			205.11000 (Cash)		\$173.46			
	246 - Landscape Assessment			246.11000 (Cash)		\$173.46			
144613	08/15/2024	Open			Accounts Payable	TURLOCK JOURNAL	\$2,095.00		
	Invoice		Date	Description		Amount			
	374288		07/31/2024	CCR TURLOCK JOURNAL POSTING		\$1,000.00			
	374504		07/31/2024	Legal Ad 4419 - Ordinance 1314 Passage		\$45.00			
	374505		07/31/2024	Legal Ad - Notice of Election		\$270.00			
	374506		07/31/2024	Legal Ad - Notice of Election 2		\$300.00			
	374507		07/31/2024	Legal Ad 4423 - Ordinance 1315 Passage		\$45.00			
	374508		07/31/2024	Legal Ad 4427 - Assessment Districts		\$375.00			
	374509		07/31/2024	Legal Ad 4426 - Ordinance 1316 Passage		\$60.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,095.00			
	420 - WATER			420.11000 (Cash)		\$1,000.00			
144614	08/15/2024	Open			Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$1,530.00		
	Invoice		Date	Description		Amount			
	2194946		07/24/2024	A040-850-866		\$1,530.00			
	Paying Fund			Cash Account		Amount			
	266 - Police Services Grants			266.11000 (Cash)		\$1,530.00			

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144615	08/15/2024	Open			Accounts Payable	U.S. SAWS INC.	\$6,165.77		
	Invoice		Date	Description		Amount			
	1141766		07/22/2024	MODEL ACH - GB20 - Air Powered Chain Saw		\$6,165.77			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$6,165.77			
144616	08/15/2024	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$14,405.86		
	Invoice		Date	Description		Amount			
	52295280		07/30/2024	WELL 13		\$317.73			
	52295281		07/30/2024	WELL 34		\$353.03			
	52295282		07/30/2024	WELL 40		\$233.00			
	52295284		07/30/2024	D ST TANK		\$564.85			
	52295285		07/30/2024	FULKERTH TANK		\$882.58			
	52295287		07/30/2024	KILROY TANK		\$876.48			
	52295288		07/30/2024	WELL 20		\$211.82			
	52295289		07/30/2024	WELL 22		\$176.52			
	52295290		07/30/2024	WELL 39		\$557.79			
	52295292		07/30/2024	WELL 33		\$494.24			
	52295296		07/30/2024	WELL 38		\$529.55			
	52295297		07/30/2024	WELL 24		\$1,369.76			
	52295293		07/30/2024	WELL 32		\$451.88			
	52295291		07/30/2024	WELL 36		\$225.94			
	52295295		07/30/2024	WELL 27		\$466.00			
	52295286		07/30/2024	WELL 30		\$169.46			
	52290459		07/30/2024	WELL 24		\$1,253.26			
	52290458		07/09/2024	WELL 27		\$335.38			
	52290461		07/09/2024	WELL 31		\$529.55			
	52290462		07/09/2024	WELL 32		\$723.71			
	52290463		07/09/2024	WELL 33		\$211.82			
	52290460		07/09/2024	WELL 36		\$141.21			
	52290465		07/09/2024	D ST TANK		\$794.32			
	52290466		07/09/2024	FULKERTH TANK		\$847.28			
	52290467		07/09/2024	KILROY TANK		\$841.43			
	52290468		07/09/2024	WELL 20		\$600.15			
	52286408		07/09/2024	WELL 22		\$247.12			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$14,405.86			
144617	08/15/2024	Open			Accounts Payable	USAM1 LLC dba BMW MOTORCYCLES OF MODESTO	\$3,952.13		
	Invoice		Date	Description		Amount			
	58229		07/23/2024	UNIT 1339 PARTS AND LABOR		\$1,809.25			
	58178		08/05/2024	2019 BMW R1250 CLUTCH, OIL AND FILTER, REAR PADS		\$2,142.88			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,952.13			
144618	08/15/2024	Open			Accounts Payable	VERIZON WIRELESS	\$7,608.03		
	Invoice		Date	Description		Amount			
	9968225256		07/24/2024	POLICE JUN 04 - JUL 03		\$3,829.54			
	9970643828		08/03/2024	POLICE JUL 04 - AUG 03		\$3,778.49			

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	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$7,608.03			
144619	08/15/2024	Open			Accounts Payable	Vestis Group Inc DBA Vestis Services LLC	\$4,909.45		
	Invoice			Date	Description		Amount		
	7/31/24		07/31/2024		UNIFORM RENTAL & LAUNDRY SERVICES - JULY 2024		\$4,909.45		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,435.10			
	205 - Sports Facilities			205.11000 (Cash)		\$152.36			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$195.39			
	246 - Landscape Assessment			246.11000 (Cash)		\$288.50			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,438.36			
	420 - WATER			420.11000 (Cash)		\$321.80			
	426 - Transit			426.11000 (Cash)		\$121.86			
	450 - SRWA - Operations			450.11000 (Cash)		\$637.45			
	505 - Fleet			505.11000 (Cash)		\$318.63			
144620	08/15/2024	Open			Accounts Payable	WEST PUBLISHING CORPORATION	\$279.08		
	Invoice			Date	Description		Amount		
	850578022		08/01/2024		ONLINE SOFTWARE SUBSCRIPTION FOR 07/01/24 - 07/31/24		\$279.08		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$279.08			
144621	08/15/2024	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	\$721.49		
	Invoice			Date	Description		Amount		
	S2208203.001		07/24/2024		ANTENNA CABLES FOR REMOTE SITES		\$721.49		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$721.49			
144622	08/15/2024	Open			Accounts Payable	WILLEY PRINTING CO	\$2,494.03		
	Invoice			Date	Description		Amount		
	151229		07/31/2024		Miranda Warning Scratch Pads		\$2,494.03		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,494.03			
144623	08/15/2024	Open			Accounts Payable	WMB ARCHITECTS INC	\$961.12		
	Invoice			Date	Description		Amount		
	25801		07/20/2024		SR01, 24-010 Fire Station 31 SCBA Compressor Room-7/20/24		\$961.12		
	Paying Fund			Cash Account		Amount			
	240 - Small Equipment Replacement			240.11000 (Cash)		\$961.12			
144624	08/15/2024	Open			Accounts Payable	WOOD CONSTRUCTION INC, DA	\$14,202.50		
	Invoice			Date	Description		Amount		
	PP1/CP 23-030		07/31/2024		23-030 RWQCF In-Plant Waste Line Repair-7/31/24		\$14,202.50		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$14,202.50			
144625	08/15/2024	Open			Accounts Payable	DALE, BRISNNA	\$200.00		
	Invoice			Date	Description		Amount		
	2025-00014052		08/07/2024		A/C REFUND		\$200.00		
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 8/9/2024 - To Payment Date: 8/15/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
144634	08/15/2024	Open			Accounts Payable	RUIZ, FRANCO	\$500.00		
	Invoice		Date	Description			Amount		
	05062024		05/06/2024	WORK ZONE SAFETY TRAINING REIMBURSEMENT			\$500.00		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$500.00		
144635	08/15/2024	Open			Accounts Payable	SACRAMENTO COUNTY SHERIFF'S OFFICE , ATTN: CCIC	\$475.00		
	Invoice		Date	Description			Amount		
	TR 5007 TUITION		08/06/2024	2024 LEX SUMMIT, 8/27/24-8/28/24, SOUTH LAKE TAHOE - JHEDDEN			\$475.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$475.00		
144636	08/15/2024	Open			Accounts Payable	SACRAMENTO COUNTY SHERIFF'S OFFICE, ATTN: CCIC	\$475.00		
	Invoice		Date	Description			Amount		
	TR 5007 TUITION		08/06/2024	2024 LEX SUMMIT, 8/27/24-8/28/24, SOUTH LAKE TAHOE - SRODRIGUES			\$475.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$475.00		
144637	08/15/2024	Open			Accounts Payable	TRUJILLO, SEBASTIAN	\$500.00		
	Invoice		Date	Description			Amount		
	05062024		05/06/2024	SIGNS & MARKINGS TRAINING REIMBURSEMENT			\$500.00		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$500.00		
144638	08/15/2024	Open			Accounts Payable	URBAN, NATE	\$80.00		
	Invoice		Date	Description			Amount		
	TR 5005 PER DIEM		08/05/2024	ORGANIZED RETAIL CRIME INVS, 8/26/24, SAN JOSE			\$80.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$80.00		
144639	08/15/2024	Open			Accounts Payable	WATSON, EDWARD	\$100.00		
	Invoice		Date	Description			Amount		
	R24-006322		08/07/2024	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		

Payment Register

From Payment Date: 8/9/2024 - To Payment Date: 8/15/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type Check Totals:					115 Transactions		\$1,133,331.48		
AP - Accounts Payable Totals									
Checks									
		Status		Count			Transaction Amount		Reconciled Amount
		Open		115			\$1,133,331.48		\$0.00
		Reconciled		0			\$0.00		\$0.00
		Voided		0			\$0.00		\$0.00
		Stopped		0			\$0.00		\$0.00
		Total		115			\$1,133,331.48		\$0.00
All									
		Status		Count			Transaction Amount		Reconciled Amount
		Open		115			\$1,133,331.48		\$0.00
		Reconciled		0			\$0.00		\$0.00
		Voided		0			\$0.00		\$0.00
		Stopped		0			\$0.00		\$0.00
		Total		115			\$1,133,331.48		\$0.00
Grand Totals:									
Checks									
		Status		Count			Transaction Amount		Reconciled Amount
		Open		115			\$1,133,331.48		\$0.00
		Reconciled		0			\$0.00		\$0.00
		Voided		0			\$0.00		\$0.00
		Stopped		0			\$0.00		\$0.00
		Total		115			\$1,133,331.48		\$0.00
All									
		Status		Count			Transaction Amount		Reconciled Amount
		Open		115			\$1,133,331.48		\$0.00
		Reconciled		0			\$0.00		\$0.00
		Voided		0			\$0.00		\$0.00
		Stopped		0			\$0.00		\$0.00
		Total		115			\$1,133,331.48		\$0.00

Payment Register

From Payment Date: 6/1/2024 - To Payment Date: 6/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
5717	06/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$223.42		
	Invoice		Date	Description		Amount			
	820537494		06/18/2024	CLAIMS MAY 2024 - MANAGEMENT		\$223.42			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$223.42			
5718	06/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$401.63		
	Invoice		Date	Description		Amount			
	820537492		06/18/2024	CLAIMS MAY 2024 - EXECUTIVE TEAM		\$401.63			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$401.63			
5719	06/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$1,861.71		
	Invoice		Date	Description		Amount			
	820537489		06/18/2024	CLAIMS MAY 2024 - TCEA		\$1,861.71			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$1,861.71			
5720	06/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$329.75		
	Invoice		Date	Description		Amount			
	820537487		06/18/2024	CLAIMS MAY 2024 - CONFIDENTIAL		\$329.75			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$329.75			
5721	06/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$495.85		
	Invoice		Date	Description		Amount			
	820537486		06/18/2024	CLAIMS MAY 2024 - FIRE		\$495.85			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$495.85			
5722	06/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$569.10		
	Invoice		Date	Description		Amount			
	820537484		06/18/2024	CLAIMS MAY 2024 - TAPO		\$569.10			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$569.10			
5723	06/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$40.00		
	Invoice		Date	Description		Amount			
	820537481		06/18/2024	CLAIMS MAY 2024 - TMAPS		\$40.00			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$40.00			
5724	06/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$10.22		
	Invoice		Date	Description		Amount			
	820520880		06/18/2024	PREMIUMS JUNE 2024 - CITY OF TURLOCK		\$10.22			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$10.22			
5725	06/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$434.35		
	Invoice		Date	Description		Amount			
	820531752		06/18/2024	PREMIUMS JUNE 2024 - TAPO		\$434.35			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$434.35			

Payment Register

From Payment Date: 6/1/2024 - To Payment Date: 6/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5726	06/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$97.09		
	Invoice		Date	Description		Amount			
	820531760		06/18/2024	PREMIUMS JUNE 2024 - MANAGEMENT		\$97.09			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$97.09			
5727	06/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$848.26		
	Invoice		Date	Description		Amount			
	820531757		06/18/2024	PREMIUMS JUNE 2024 - TCEA		\$848.26			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$848.26			
5728	06/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$71.54		
	Invoice		Date	Description		Amount			
	820531755		06/18/2024	PREMIUMS JUNE 2024 - CONFIDENTIAL		\$71.54			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$71.54			
5729	06/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$204.40		
	Invoice		Date	Description		Amount			
	820531753		06/18/2024	PREMIUMS JUNE 2024 - FIRE		\$204.40			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$204.40			
5730	06/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$25.55		
	Invoice		Date	Description		Amount			
	820531758		06/18/2024	PREMIUMS JUNE 2024 - EXECUTIVE TEAM		\$25.55			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$25.55			
5731	06/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$30.66		
	Invoice		Date	Description		Amount			
	820531754		06/18/2024	PREMIUMS JUNE 2024 - TMAPS		\$30.66			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$30.66			
5732	06/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$71.54		
	Invoice		Date	Description		Amount			
	820531756		06/18/2024	PREMIUMS JUNE 2024 - RETIREES		\$71.54			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$71.54			
5733	06/18/2024	Open			Accounts Payable	VISION SERVICE PLAN CA	\$15.33		
	Invoice		Date	Description		Amount			
	820531759		06/18/2024	PREMIUMS JUNE 2024 - COBRA		\$15.33			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$15.33			
5737	06/26/2024	Open			Accounts Payable	US BANK-VISA	\$207,796.89		
	Invoice		Date	Description		Amount			
	6/24/2024X9452		06/26/2024	Procurement Card Charges - 6/24/24 Statement		\$207,796.89			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$207,796.89			

Payment Register

From Payment Date: 6/1/2024 - To Payment Date: 6/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5739	06/11/2024	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$61.97		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	L0026589505		06/11/2024		Interest on Hazardous Waste Payment		\$61.97		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$30.98		
	420 - WATER				420.11000 (Cash)		\$30.99		

Type EFT Totals:
AP - Accounts Payable Totals

19 Transactions

\$213,589.26

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$213,589.26	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	19	\$213,589.26	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$213,589.26	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	19	\$213,589.26	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$213,589.26	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	19	\$213,589.26	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$213,589.26	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	19	\$213,589.26	\$0.00



***INVESTMENT AND CASH REPORT
FOR JULY 31, 2024***

CURRENT INVESTMENT AND CASH BALANCE

The City's cash and investments as of JULY 31, 2024 totaled the following:

Invested Cash	\$ 281,307,397.96
Demand Deposits (excludes outstanding items)	\$ 4,347,098.98
Total Cash and Investments	<u>\$ 285,654,496.94</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 JULY 31, 2024, the investment portfolio was in compliance with all elements of the City's Investment Policy.

Prepared by: Jamie Gomes, Accountant II

Jamie Gomes
Signature

08/20/2024
Date Signed

Reviewed and approved as to accuracy by: Diana Lewis, City Treasurer

Diana Lewis
Signature

08/20/2024
Date Signed

CITY OF TURLOCK

Schedule of Investments - As of July 31, 2024

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
Local Agency Investment Fund (LAIF)	\$ 21,535,777.53	\$ 21,535,777.53	n/a	4.516%	n/a	n/a	\$ 21,535,777.53	Quarterly
Total LAIF	21,535,777.53	21,535,777.53					21,535,777.53	
California Asset Management Program (CAMP)	67,756,076.31	67,756,076.31	n/a	5.430%	n/a	n/a	\$ 67,756,076.31	Monthly
Total CAMP	67,756,076.31	67,756,076.31					67,756,076.31	
DEMAND DEPOSITS:								
West America Bank Daily Receipts (unreconciled)	4,337,178.98	4,337,178.98	n/a	n/a	n/a	n/a	4,337,178.98	monthly
Petty Cash	9,920.00	9,920.00	n/a	n/a	n/a	n/a	9,920.00	n/a
Total Demand Deposits	4,347,098.98	4,347,098.98					4,347,098.98	
CERTIFICATES OF DEPOSIT:								
Flagstar Bank FSB	MATURED	MATURED	n/a	0.500%	7/31/20	7/31/24	MATURED	Jan & Jul
Oak Valley Community Bank	3,048,599.65	3,048,599.65	n/a	4.070%	9/2/23	9/2/24	3,048,599.65	Maturity
Oak Valley Community Bank	2,054,941.15	2,054,941.15	n/a	4.070%	9/2/23	9/2/24	2,054,941.15	Maturity
Bank of Stockton	1,179,037.41	1,179,037.41	n/a	0.200%	4/13/23	10/13/24	1,179,037.41	Maturity
Bank of Stockton	2,165,455.36	2,165,455.36	n/a	4.760%	10/16/23	10/16/24	2,165,455.36	Maturity
Bank of Stockton	1,193,305.42	1,193,305.42	n/a	4.760%	10/23/23	10/23/24	1,193,305.42	Maturity
Raymond James Bank NA	247,000.00	247,000.00	n/a	1.850%	11/26/19	11/26/24	244,328.91	May & Nov
State Bank of India	247,000.00	247,000.00	n/a	2.050%	11/27/19	11/27/24	244,462.18	May & Nov
Merrick Bank	247,000.00	247,000.00	n/a	1.800%	11/29/19	11/29/24	244,288.21	Monthly
Farmers & Merchants Bank	2,420,244.09	2,420,244.09	n/a	4.000%	2/2/24	2/2/25	2,420,244.09	Maturity
Farmers & Merchants Bank	1,219,123.51	1,219,123.51	n/a	4.000%	2/4/24	2/4/25	1,219,123.51	Maturity
East Boston Savings Bank	249,000.00	249,000.00	n/a	0.500%	8/14/20	8/14/25	238,190.57	Monthly
Enterprise Bank/PA	249,000.00	249,000.00	n/a	0.500%	8/14/20	8/14/25	238,190.57	Monthly
Pony Express Bank	249,000.00	249,000.00	n/a	0.450%	8/14/20	8/14/25	238,064.99	Monthly
First Carolina Bank	249,000.00	249,000.00	n/a	0.450%	8/20/20	8/20/25	237,906.39	Monthly
Valley Natl Bk Wayne	245,000.00	245,000.00	n/a	4.600%	4/2/24	4/2/27	245,844.23	Monthly
Owen County St Bk Spencer Ind	248,000.00	248,000.00	n/a	5.100%	10/31/23	10/29/27	253,395.83	Monthly
Total Certificates of Deposit	15,510,706.59	15,510,706.59					15,465,378.47	
MONEY MARKET AND MUTUAL FUNDS								
Oak Valley Community Bank-MM	5,180,204.61	5,180,204.61	n/a	3.560%	9/2/15	open	5,180,204.61	monthly
WestAmerica Bank-MM	10,284,940.14	10,284,940.14	n/a	4.050%	10/23/23	open	10,284,940.14	monthly
	15,465,144.75	15,465,144.75					15,465,144.75	
U.S. TREASURIES:								
US Treasury Note	2,048,125.00	2,000,000.00	1.250%	0.484%	6/30/21	8/31/24	1,992,832.04	Feb & Aug
US Treasury Note	2,092,500.00	2,000,000.00	1.500%	0.228%	2/3/21	9/30/24	1,987,046.88	March & Sept
US Treasury Bill	1,901,356.12	2,000,000.00	0.000%	5.311%	11/13/23	10/31/24	1,974,052.36	N/A
US Treasury Note	1,032,343.75	1,000,000.00	1.500%	0.520%	6/30/21	10/31/24	1,981,156.24	Apr & Oct
US Treasury Note	1,023,476.56	1,000,000.00	1.500%	0.701%	11/10/21	10/31/24		Apr & Oct
US Treasury Note	1,980,000.00	2,000,000.00	4.500%	5.396%	10/3/23	11/30/24	1,995,031.24	May & Nov
US Treasury Note	1,973,750.00	2,000,000.00	4.250%	5.390%	10/19/23	12/31/24	1,992,609.38	Jun & Dec
US Treasury Note	2,036,875.00	2,000,000.00	2.000%	1.377%	2/3/22	2/15/25	1,967,441.40	Feb & Aug
US Treasury Note	1,980,000.00	2,000,000.00	0.500%	0.800%	11/10/21	3/31/25	1,942,343.76	March & Sept
US Treasury Note	1,955,625.00	2,000,000.00	2.750%	3.558%	6/16/22	5/15/25	1,966,843.74	May & Nov
US Treasury Note	1,935,625.00	2,000,000.00	2.875%	5.008%	11/13/23	6/15/25	1,966,187.50	Jun & Dec
US Treasury Note	1,965,703.13	2,000,000.00	0.250%	0.685%	6/30/21	6/30/25	1,919,359.38	Jun & Dec
US Treasury Note	1,963,750.00	2,000,000.00	0.250%	0.701%	6/30/21	7/31/25	1,913,078.12	Jan & July
US Treasury Note	1,961,171.88	2,000,000.00	0.250%	0.724%	6/30/21	8/31/25	1,905,625.00	Feb & Aug
US Treasury Note	1,969,531.25	2,000,000.00	4.250%	5.047%	10/3/23	10/15/25	1,990,312.50	Apr & Oct
US Treasury Note	1,955,000.00	2,000,000.00	0.375%	0.942%	11/10/21	11/30/25	1,891,562.50	May & Nov
US Treasury Note	1,898,750.00	2,000,000.00	2.625%	5.086%	10/19/23	12/31/25	1,946,953.12	Jun & Dec
US Treasury Note	1,977,734.38	2,000,000.00	0.750%	1.010%	11/10/21	3/31/26	1,884,101.56	March & Sept

CITY OF TURLOCK

Schedule of Investments - As of July 31, 2024

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
US Treasury Note	1,791,406.25	2,000,000.00	0.750%	3.602%	6/16/22	5/31/26	1,872,421.88	May & Nov
US Treasury Note	978,398.44	1,000,000.00	4.125%	5.001%	10/19/23	6/15/26	2,985,937.50	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	936,562.50	Jun & Dec
US Treasury Note	1,982,187.50	2,000,000.00	4.500%	4.843%	10/3/23	7/15/26	2,005,000.00	Jan & July
US Treasury Note	1,918,750.00	2,000,000.00	0.625%	1.565%	2/3/22	7/31/26	1,862,031.26	Jan & July
US Treasury Note	1,845,000.00	2,000,000.00	1.625%	3.590%	6/16/22	9/30/26	1,890,234.38	March & Sept
US Treasury Note	1,788,671.88	2,000,000.00	1.125%	4.068%	11/29/22	10/31/26	1,865,859.38	Apr & Oct
US Treasury Note	897,343.75	1,000,000.00	1.500%	4.924%	10/19/23	1/31/27	936,093.75	Jan & July
US Treasury Note	1,858,750.00	2,000,000.00	2.500%	4.717%	10/3/23	3/31/27	1,916,718.76	March & Sept
US Treasury Note	1,859,687.50	2,000,000.00	2.625%	4.735%	10/3/23	5/31/27	1,922,656.26	May & Nov
US Treasury Note	1,964,375.00	2,000,000.00	3.250%	3.691%	2/3/23	6/30/27	1,956,171.88	Jun & Dec
US Treasury Note	962,187.50	1,000,000.00	2.750%	3.671%	2/3/23	7/31/27	963,125.00	Jan & July
US Treasury Bond	2,223,125.00	2,000,000.00	6.375%	3.680%	2/3/23	8/15/27	2,130,703.12	Feb & Aug
US Treasury Note	2,004,687.50	2,000,000.00	4.125%	4.062%	7/25/23	9/30/27	2,000,703.12	March & Sept
US Treasury Note	2,005,312.50	2,000,000.00	4.125%	4.055%	7/25/23	10/31/27	2,000,703.12	Apr & Oct
US Treasury Note	954,531.25	1,000,000.00	3.500%	4.672%	10/3/23	1/31/28	980,820.31	Jan & July
US Treasury Note	1,947,500.00	2,000,000.00	4.000%	4.665%	10/3/23	2/29/28	1,994,453.12	Feb & Aug
US Treasury Note	1,714,062.50	2,000,000.00	1.250%	4.863%	10/19/23	3/31/28	1,808,671.88	March & Sept
US Treasury Note	1,959,375.00	2,000,000.00	3.500%	4.026%	2/6/24	4/30/28	1,956,960.00	Apr & Oct
US Treasury Note	1,704,687.50	2,000,000.00	1.250%	4.860%	10/19/23	5/31/28	1,801,796.88	May & Nov
US Treasury Note	1,968,906.25	2,000,000.00	3.625%	4.020%	2/6/24	5/31/28	1,969,218.76	May & Nov
US Treasury Note	1,703,437.50	2,000,000.00	1.000%	4.528%	11/13/23	7/31/28	3,552,656.24	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	1,781,718.76	Feb & Aug
US Treasury Note	2,008,125.00	2,000,000.00	4.375%	4.272%	3/28/24	8/31/28	2,024,296.88	Feb & Aug
US Treasury Note	2,014,375.00	2,000,000.00	4.625%	4.440%	5/28/24	9/30/28	2,043,750.00	March & Sept
US Treasury Note	2,050,000.00	2,000,000.00	4.875%	4.269%	3/28/24	10/31/28	2,070,781.26	Apr & Oct
US Treasury Note	1,905,625.00	2,000,000.00	3.125%	4.258%	3/28/24	11/15/28	1,927,812.50	May & Nov
US Treasury Note	1,754,062.50	2,000,000.00	1.375%	4.257%	3/28/24	12/31/28	1,786,562.50	Jun & Dec
US Treasury Note	1,965,000.00	2,000,000.00	4.000%	4.417%	5/28/24	1/31/29	1,998,203.12	Jan & July
US Treasury Note	1,848,437.50	2,000,000.00	2.625%	4.422%	5/28/24	2/15/29	3,768,125.00	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	1,975,000.00	2,000,000.00	4.125%	4.413%	5/28/24	3/31/29	2,009,062.50	March & Sept
US Treasury Note	1,834,687.50	2,000,000.00	2.375%	4.320%	7/3/24	3/31/29	1,860,078.12	March & Sept
US Treasury Note	1,997,343.75	2,000,000.00	4.250%	4.280%	7/3/24	6/30/29	2,028,046.88	Jun & Dec
Total U.S. Treasuries	97,385,106.15	101,000,000.00					97,824,473.34	

U.S. AGENCY SECURITIES:

FNMA (Fannie Mae)	MATURED	MATURED	1.750%	0.220%	2/3/21	7/2/24		
FFCB (Federal Farm Credit Bank)	2,013,840.00	2,000,000.00	4.875%	4.529%	11/30/22	1/10/25	1,996,113.30	Jan & July
FNMA (Fannie Mae)	933,000.00	1,000,000.00	0.625%	5.306%	10/19/23	4/22/25	969,203.24	Apr & Oct
FNMA (Fannie Mae)	1,837,800.00	2,000,000.00	0.500%	4.124%	2/3/23	6/17/25	1,926,132.54	June & Dec
FFCB (Federal Farm Credit Bank)	1,994,838.20	2,000,000.00	4.875%	5.030%	11/13/23	7/28/25	2,001,150.72	Jan & July
FNMA (Fannie Mae)	1,895,214.00	2,000,000.00	37.500%	5.000%	6/20/24	8/25/25	1,910,385.76	Feb & Aug
FHLB (Federal Home Loan Bank)	1,994,600.00	2,000,000.00	4.875%	5.022%	11/13/23	9/12/25	2,002,453.16	March & Sept
FHLB (Federal Home Loan Bank)	2,062,460.00	2,000,000.00	1.750%	0.920%	11/10/21	9/12/25	1,937,039.58	March & Sept
FFCB (Federal Farm Credit Bank)	1,992,294.00	2,000,000.00	1.440%	1.540%	2/3/22	1/27/26	1,911,735.84	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	1,914,244.22	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	2,013,396.18	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	1,999,280.78	June & Dec
FFCB (Federal Farm Credit Bank)	957,212.00	1,000,000.00	0.600%	1.580%	2/3/22	8/18/26	927,238.43	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	1,009,872.41	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	2,375,547.29	March & Sept

CITY OF TURLOCK

Schedule of Investments - As of July 31, 2024

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
FFCB (Federal Farm Credit Bank)	2,977,740.00	3,000,000.00	3.625%	3.841%	2/3/23	10/26/26	2,954,348.67	Apr & Oct
FHLB (Federal Home Loan Bank)	1,047,690.00	1,000,000.00	2.625%	1.600%	2/3/22	12/11/26	962,763.13	June & Dec
FHLB (Federal Home Loan Bank)	983,617.00	1,000,000.00	1.250%	1.600%	2/3/22	12/21/26	932,954.59	June & Dec
FFCB (Federal Farm Credit Bank)	2,003,580.00	2,000,000.00	4.500%	4.435%	3/28/24	3/26/27	2,011,816.58	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	1,931,006.36	Apr & Oct
FFCB (Federal Farm Credit Bank)	1,999,930.00	2,000,000.00	4.500%	4.500%	6/20/24	5/20/27	2,015,223.76	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	1,993,974.66	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	2,026,051.80	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	1,893,322.16	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	2,001,836.24	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	3,879,088.68	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		June & Dec
FFCB (Federal Farm Credit Bank)	2,005,680.00	2,000,000.00	4.625%	4.561%	11/13/23	11/13/28	2,040,536.68	May & Nov
FFCB (Federal Farm Credit Bank)	2,026,700.00	2,000,000.00	4.750%	4.444%	5/28/24	4/30/29	2,058,403.26	Apr & Oct
FNMA (Fannie Mae)	2,159,700.00	2,000,000.00	6.250%	4.439%	5/28/24	5/15/29	4,385,769.92	May & Nov
FNMA (Fannie Mae)	2,174,240.00	2,000,000.00	6.250%	4.261%	6/20/24	5/15/29		May & Nov
FHLB (Federal Home Loan Bank)	2,031,170.00	2,000,000.00	4.625%	4.271%	6/20/24	6/8/29	2,050,187.94	June & Dec
Total U.S. Agencies	57,910,634.63	58,358,000.00					58,031,077.88	
CORPORATE NOTES/BONDS								
Tennessee Valley Authority	1,907,880.00	2,000,000.00	2.875%	4.300%	7/25/23	2/1/27	1,934,660.44	Feb & Aug
Microsoft Corp	1,930,730.00	2,000,000.00	3.300%	4.210%	11/29/22	2/6/27	1,949,921.32	Feb & Aug
Apple Inc	1,905,342.00	2,000,000.00	3.000%	4.100%	2/3/23	11/13/27	1,916,977.04	May & Nov
Total Corporate Notes/Bonds	5,743,952.00	6,000,000.00					5,801,558.80	
TOTAL INVESTMENTS	\$ 281,307,397.96	\$ 184,625,705.18					\$ 281,879,487.08	
TOTAL INVESTMENTS AND DEMAND DEPOSITS	285,654,496.94	188,972,804.16					286,226,586.06	

Note: Market values are as stated by Wells Fargo Bank Investment statements.

City Council Meeting Minutes

August 13, 2024

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



1. CALL TO ORDER

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

2. SALUTE TO THE FLAG

3. ROLL CALL AND DECLARATION OF CONFLICTS

Present: Councilmembers Cassandra Abram, Kevin Bixel, Vice Mayor Pam Franco, and Mayor Amy Bublak.

Absent: Councilmember Rebecka Monez

Councilmember Abram	Councilmember Bixel	Vice Mayor Franco	Councilmember Monez	Mayor Bublak
9A	None	9A	Absent	9A

4. APPROVAL OF AGENDA AS POSTED OR AMENDED

Motion: Approval of Agenda as posted, motioned by Vice Mayor Franco, seconded Councilmember Abram and carried 4/0 by the following vote:

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

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

A. Presentation: Certificates of Appreciation – Bay Valley Tech Interns

Economic Development Director Sims presented certificates to the following Bay Valley Tech Interns, Sylvia Karina Chavez, AZ Banguis, and Lawrence Esguerra.

6. PUBLIC PARTICIPATION

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

- Andrew Nosrati
- Ron Bridegroom
- Bob Puffer
- Rowina Ballard
- Carol Brewer

With no further comments, Mayor Bublak closed public comment.

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
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7. CONSENT CALENDAR

- A. Motion: Accepting the Weekly demands of July 12, 2024 through July 18, 2024 in the amount of \$3,426,825.17, July 19, 2024 through July 25, 2024 in the amount of \$1,784,019.48, July 26, 2024 through August 1, 2024 in the amount of \$3,852,466.78, AP EFT May 2024 in the amount of \$803,866.93, Payroll EFT April 2024 in the amount of \$2,074,563.18, and Investment and Cash Report for June 2024.
- B. Motion: Accepting the Minutes of the July 23, 2024 Regular City Council meeting, and the Minutes of the August 5, 2024 Special City Council meeting
- C. Motion: Waiving Reading of All Ordinances on the Agenda, Except by Title
- D. Item pulled for separate consideration
- E. Resolution 2024-122: Affirming the Community Events and Activities Grant Awards totaling \$30,000.00 funded by Fund 120 "Tourism" account number 120-10-120.47315 "Community Grant Program" (Vargas)
- F. Item pulled for separate consideration
- G. Motion: Pursuant to Public Contract Code 22050(c)(2), reaffirming the determination made by the City Manager in response to the emergency created by the inoperative computer room air conditioning units at the Public Safety Facility and finding that the emergency will not permit a delay resulting from a competitive solicitation for bids (Fisher)

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

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

- 7D. Awarding Request for Proposal (RFP) No. 24-006 and approving Agreement No. 2025-17 with Wastewater Solids Management, Inc. for digester cleaning services for the Municipal Services Department for a period of three (3) years, in an annual compensation amount not to exceed \$150,000, and a total compensation amount not to exceed \$450,000 over the three (3) year term, to be expensed from Fund 410 "Water Quality Control" account number 410-51-534.43096 "Clean Digester" (Fisher)

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

Bob Puffer

With no further comments, Mayor Bublak closed public comment.

Recommended Action: Resolution 2024-123: Awarding Request for Proposal (RFP) No. 24-006 and approving Agreement No. 2025-17 with Wastewater Solids Management, Inc. for digester cleaning services for the Municipal Services Department for a period of three (3) years, in an annual compensation amount not to exceed \$150,000, and a total compensation

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 13, 2024**

amount not to exceed \$450,000 over the three (3) year term, to be expensed from Fund 410 “Water Quality Control” account number 410-51-534.43096 “Clean Digester” as motioned by Vice Mayor Franco, seconded by Councilmember Abram, and carried 4/0 by the following vote:

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

7F. Approving the establishment of a new job description for an Asset Analyst and the revision to the job description for an Administrative Analyst and amend the Turlock City Employees Association (TCEA) Salary Schedule and the Management Salary Schedule effective August 13, 2024 (Dhami)

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

Bob Puffer

With no further comments, Mayor Bublak closed public comment.

Recommended Action: Resolution 2024-124: Approving the establishment of a new job description for an Asset Analyst and the revision to the job description for an Administrative Analyst and amend the Turlock City Employees Association (TCEA) Salary Schedule and the Management Salary Schedule effective August 13, 2024 as motioned by Vice Mayor Franco, seconded by Councilmember Abram, and carried 4/0 by the following vote:

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

8. FINAL READINGS

None

9. PUBLIC HEARINGS

A. Approving the Engineer’s Report for Fiscal Year 2024-2025 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock, and Confirming diagrams, assessments, and ordering the levying and collection of assessments as originally proposed for Fiscal Year 2024-2025 for all Landscaping and Lighting Assessment Districts Exhibit A and all Street Maintenance Benefit Assessment Areas Exhibit B in the City of Turlock pursuant to Resolution No. 97-128 (Morris)

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

Recommended Action:

Resolution 2024-127: Approving the Engineer’s Report for Fiscal Year 2024-2025 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock

Mayor Bublak stated her conflict for the record, and recused herself from the dais.

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Motion #1 - Approving the Engineer’s Report for Fiscal Year 2024-2025 for Traditions 5 Assessment District and Street Maintenance Benefit Assessment Areas in the City of Turlock, as motioned by Councilmember Abram, seconded by Councilmember Bixel, and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Absent	---

Following the vote, Mayor Bublak returned to the dais.

Vice Mayor Franco stated her conflict for the record and recused herself from the dais.

Motion #2 - Approving the Engineer’s Report for Fiscal Year 2024-2025 for Traditions 1 and Heirlooms 1 and Heirlooms 3 Assessment District and Street Maintenance Benefit Assessment Areas in the City of Turlock, as motioned by Councilmember Abram, seconded by Councilmember Bixel, and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	---	Absent	Yes

Following the vote, Vice Mayor Franco returned to the dais.

Councilmember Abram stated her conflict for the record and recused herself from the dais.

Motion #3 - Approving the Engineer’s Report for Fiscal Year 2024-2025 for Legends 4 and Legends North 3 Assessment District and Street Maintenance Benefit Assessment Areas in the City of Turlock, as motioned by Vice Mayor Franco, seconded by Councilmember Bixel, and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Franco	Councilmember Monez	Mayor Bublak
---	Yes	Yes	Absent	Yes

Following the vote, Councilmember Abram returned to the dais.

Motion #4 - Approving the Engineer’s Report for Fiscal Year 2024-2025 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock, as motioned by Vice Mayor Franco, seconded by Councilmember Bixel, and carried 4/0 by the following vote:

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

Resolution 2024-128: Confirming diagrams, assessments, and ordering the levying and collection of assessments as originally proposed for Fiscal Year 2024-2025 for all Landscaping and Lighting Assessment Districts Exhibit A and all Street Maintenance Benefit Assessment Areas Exhibit B in the City of Turlock pursuant to Resolution No. 97-128

Mayor Bublak stated her conflict for the record, and recused herself from the dais.

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
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Motion #1 - Confirming diagrams, assessments, and ordering the levying and collection of assessments as originally proposed for Fiscal Year 2024-2025 for all Landscaping and Lighting Assessment Districts Exhibit A and all Street Maintenance Benefit Assessment Areas Exhibit B in the City of Turlock pursuant to Resolution No. 97-128 as motioned by Councilmember Abram, seconded by Councilmember Bixel, and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Absent	---

Following the vote, Mayor Bublak returned to the dais.

Vice Mayor Franco stated her conflict for the record and recused herself from the dais.

Motion #2 - Confirming diagrams, assessments, and ordering the levying and collection of assessments as originally proposed for Fiscal Year 2024-2025 for all Landscaping and Lighting Assessment Districts Exhibit A and all Street Maintenance Benefit Assessment Areas Exhibit B in the City of Turlock pursuant to Resolution No. 97-128 as motioned by Councilmember Abram, seconded by Councilmember Bixel, and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	---	Absent	Yes

Following the vote, Vice Mayor Franco returned to the dais.

Councilmember Abram stated her conflict for the record and recused herself from the dais.

Motion #3 - Confirming diagrams, assessments, and ordering the levying and collection of assessments as originally proposed for Fiscal Year 2024-2025 for all Landscaping and Lighting Assessment Districts Exhibit A and all Street Maintenance Benefit Assessment Areas Exhibit B in the City of Turlock pursuant to Resolution No. 97-128 as motioned by Vice Mayor Franco, seconded by Councilmember Bixel, and carried 3/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Franco	Councilmember Monez	Mayor Bublak
---	Yes	Yes	Absent	Yes

Following the vote, Councilmember Abram returned to the dais.

Motion #4 - Confirming diagrams, assessments, and ordering the levying and collection of assessments as originally proposed for Fiscal Year 2024-2025 for all Landscaping and Lighting Assessment Districts Exhibit A and all Street Maintenance Benefit Assessment Areas Exhibit B in the City of Turlock pursuant to Resolution No. 97-128 as motioned by Councilmember Abram, seconded by Vice Mayor Franco, and carried 4/0 by the following vote:

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

**CITY OF TURLOCK
CITY COUNCIL MEETING MINUTES
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10. ACTION ITEMS

- A. Approve Measure A Expenditure Policy to establish guidelines on the use of three-quarter (3/4) cent transactions and use (sales) tax and how these funds shall be spent (Moreno)

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

Milt Treweiler
Ron Bridegroom
Bob Puffer
Rowina Ballard

With no further comments, Mayor Bublak closed public comment.

Recommended Action: Motion: Approve Measure A Expenditure Policy to establish guidelines on the use of three-quarter (3/4) cent transactions and use (sales) tax and how these funds shall be spent with the amendment to not use the reserves to assist the general fund reserve only if it dropped below 15% and with council authorization, with the stipulation to have a future discussion to use 5% equally from both Fund 115 and Fund 118 to replenish the general fund reserve should it drop below 15%, as motioned by Councilmember Abram, seconded by Vice Mayor Franco, and carried 4/0 by the following vote:

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

- B. Item pulled by City Manager Reagan Wilson

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

Ron Bridegroom
Rowina Ballard

With no further comments, Mayor Bublak closed public comment.

- C. Finding and declaring that the real property owned by the City of Turlock located at 901 High Street, Turlock California, Stanislaus County (APN 050-003-024), is no longer necessary for the City’s use and is exempt surplus land as defined in California Government Code section 54221(f)(1)(B) based upon the true and correct written findings found in this Resolution, and authorizes the City Manager or designee to send the exemption determination to the California Department of Housing and Community Development and to take any other necessary actions to comply with the requirements of the Surplus Land Act; Finding and declaring that the real property owned by the City of Turlock located at 829 & 831 Vermont Avenue, Turlock California, Stanislaus County (APN 050-035-011), is no longer necessary for the City’s use and is exempt surplus land as defined in California Government Code section 54221(f)(1)(B) based upon the true and correct written findings found in this Resolution, and authorizes the City Manager or designee to send the exemption determination to the California Department of Housing and Community Development and to take any other necessary actions to comply with the requirements of the Surplus Land Act; Finding and declaring that the real property owned by the City of Turlock located at 1205 Lambert Way, Turlock California,

**CITY OF TURLOCK
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Stanislaus County (APN 061-040-013), is no longer necessary for the City’s use and is exempt surplus land as defined in California Government Code section 54221(f)(1)(B) based upon the true and correct written findings found in this Resolution, and authorizes the City Manager or designee to send the exemption determination to the California Department of Housing and Community Development and to take any other necessary actions to comply with the requirements of the Surplus Land Act.(Figueroa)

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

Bob Puffer
Ron Bridegroom
Milt Treweiler

With no further comments, Mayor Bublak closed public comment.

Recommend Action:

Resolution 2024-125: Finding and declaring that the real property owned by the City of Turlock located at 901 High Street, Turlock California, Stanislaus County (APN 050-003-024), is no longer necessary for the City’s use and is exempt surplus land as defined in California Government Code section 54221(f)(1)(B) based upon the true and correct written findings found in this Resolution, and authorizes the City Manager or designee to send the exemption determination to the California Department of Housing and Community Development and to take any other necessary actions to comply with the requirements of the Surplus Land Act, as motioned by Councilmember Abram, seconded by councilmember Vice Mayor Franco, and carried 4/0 by the following vote:

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

Resolution 2024-126: Finding and declaring that the real property owned by the City of Turlock located at 829 & 831 Vermont Avenue, Turlock California, Stanislaus County (APN 050-035-011), is no longer necessary for the City’s use and is exempt surplus land as defined in California Government Code section 54221(f)(1)(B) based upon the true and correct written findings found in this Resolution, and authorizes the City Manager or designee to send the exemption determination to the California Department of Housing and Community Development and to take any other necessary actions to comply with the requirements of the Surplus Land Act, as motioned by Councilmember Abram, seconded by Councilmember Bixel, and carried 4/0 by the following vote:

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

Resolution 2024-129: Finding and declaring that the real property owned by the City of Turlock located at 1205 Lambert Way, Turlock California, Stanislaus County (APN 061-040-013), is no longer necessary for the City’s use and is exempt surplus land as defined in California Government Code section 54221(f)(1)(B) based upon the true and correct written findings found in this Resolution, and authorizes the City Manager or designee to send the exemption determination to the California Department of Housing and Community Development and to take any other necessary actions to comply with the requirements of the Surplus Land Act, as motioned by Councilmember Abram, seconded by Councilmember Bixel, and carried 4/0 by the following vote:

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

- D. Finding and declaring that the real property owned by the City of Turlock located at 140 S. First Street, Turlock, California, Stanislaus County (APN 061-016-031) is no longer necessary for the City’s use and is exempt surplus land as defined in California Government Code section 54221(f)(1)(B) based upon the true and correct written findings found in this Resolution, and authorizes the City Manager or designee to send the exemption determination to the California Department of Housing and Community Development and to take any other necessary actions to comply with the requirements of the Surplus Land Act (Sims)

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

Teri Shaver
Ron Bridegroom

With no further comments, Mayor Bublak closed public comment.

Recommended Action: Resolution 2024-XXX: Finding and declaring that the real property owned by the City of Turlock located at 140 S. First Street, Turlock, California, Stanislaus County (APN 061-016-031) is no longer necessary for the City’s use and is exempt surplus land as defined in California Government Code section 54221(f)(1)(B) based upon the true and correct written findings found in this Resolution, and authorizes the City Manager or designee to send the exemption determination to the California Department of Housing and Community Development and to take any other necessary actions to comply with the requirements of the Surplus Land Act as motioned by Councilmember Abram, seconded by Vice Mayor Franco, and failed 2/2 by the following vote:

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

- E. Authorizing staff to initiate a Proposition 218 process to adjust the City’s Sewer Rates to be effective January 1, 2025 through Fiscal Year 2029-30 (Fisher/Huff)

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

Milt Treweiler

With no further comments, Mayor Bublak closed public comment.

Recommended Action: Motion: Authorizing staff to initiate a Proposition 218 process to adjust the City’s Sewer Rates to be effective January 1, 2025 through Fiscal Year 2029-30 as motioned by Vice Mayor Franco, seconded by Councilmember Bixel, and carried 4/0 by the following vote:

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

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- F. Approving the updated five-year Capital Improvement Program (CIP) for the City of Turlock for Fiscal Years 2024-25 through 2028-29 (Morris)

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

Recommended Action: Resolution 2024-132: Approving the updated five-year Capital Improvement Program (CIP) for the City of Turlock for Fiscal Years 2024-25 through 2028-29 as motioned by Vice Mayor Franco, seconded by Councilmember Abram, and carried 4/0 by the following vote:

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

11. CITY MANAGER REPORTS/UPDATES

- A. Monthly Department Reports
None
- B. Update: 1617 Colorado Avenue
None

12. COUNCILMEMBER COMMENTS AND ITEMS FOR FUTURE CONSIDERATION

Councilmember Abram thanked everyone for National Night Out specifically thanked Melanie Suffelcool. She asked for future item to get an update on the business development program at the next meeting, and an update on 1617 Colorado at a special meeting in the evening to give the public the time it deserves.

Vice Mayor Franco thanked everyone for National Night Out. She asked for an update on Columbia pool and the armory. Vice Mayor Franco said she has received a lot of positive comments regarding the repaving of Pedras Road.

13. COUNCILMEMBER ANNOUNCEMENTS

14. CLOSED SESSION

None

15. REPORTS FROM CLOSED SESSION

None

16. ADJOURNMENT

Mayor Bublak adjourned the meeting at 8:15 p.m.

Respectfully submitted

Nichole Fiez, City Clerk Trainee

Agenda Item 7C

Motion: Waiving Reading of All Ordinances on the Agenda, Except by Title



City Council Staff Report

8/27/2024

From: Christopher Fisher, Municipal Services Director
 Prepared by: Wayne York, Transit Manager
 Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the purchase and delivery of four (4) 2024 Ford E-Transit 350 MR battery electric vans from A-Z Bus Sales, Inc. of Sacramento, California, to be used as revenue services vehicles, utilizing the CalACT/Basin Transit cooperative purchasing agreement, in an amount not to exceed \$827,325, expensed to Fund 426 "Transit" account number 426-40-415-243-002.51261 without compliance to formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(5), in support of City Project No. 22012 "Transit Demand Response Zero-Emission Vehicle Purchase," and authorizing the City Manager to execute all documents necessary to seek related grant funding and complete the purchase

2. DISCUSSION OF ISSUE:

The City's Transit Division (Turlock Transit) is seeking to expand its demand-response transit fleet from the existing vehicles, which are gasoline-powered, midsize buses, to include battery-electric vans. These additional vehicles offer enhanced mobility by being able to access areas that larger buses cannot reach, improve operational capacity by adding demand-response vehicles, and take the first step towards implementing a zero-emission fleet. These vehicles are also referred to as "revenue service" vehicles, as they will be used to transport passengers; alternatively, "non-revenue service" vehicles are used for administrative and support functions and do not carry passengers.

The City of Turlock is listed as a participating agency in a cooperative purchase Request for Proposals (RFP 20-01) solicited through a joint effort of the California Association for Coordinated Transportation (CalACT) and Basin Transit. As a participating agency, the City is able to purchase vehicles from the resulting contracts from that solicitation, including four (4) Ford E-Transit 250 MR battery electric vans from A-Z Bus Sales, Inc. (Vendor).

Staff from the City's Transit Division and Fleet Services Division met with Turlock Transit operations staff and a representative of the Vendor to select every option in the proposed build of the new vehicles. The 89.9kWh battery pack is expected to get 120+ miles of real-world range, which is sufficient for its anticipated use with the On-Demand service.

The quote provided by the Vendor (Exhibit A) reflects the recommended build and cooperative purchase pricing. If approved, the new vehicles would be shipped to the Vendor following production and sent to a vehicle shop for the application of a vinyl wrap to be consistent with fleet branding prior to delivery to the City of Turlock.

City transit staff is planning to submit paperwork for the State of California's Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP), which offsets the cost of new zero-emission vehicles by providing partial payments directly to vendors following

approval of applications from client agencies. The estimated HVIP revenue is factored into the quote, as is the reduced sales tax rate of 4.6875% applicable to purchases such as these. City transit staff is seeking purchasing authority for the entire amount, including the HVIP grant amounts, in the event that HVIP grant funding is not viable or available, as this will allow the City to move forward with the purchase with no additional delays.

If approved, a purchase order will be issued shortly after City Council approval and the City can expect to receive the new vehicles in about six months, based on current production lead time.

The existing midsize fleet is due for a replacement as well, but that will be proposed as part of a separate action. This action proposed to expand the fleet, providing additional fleet options to transit operations staff and enhancing Turlock Transit's ability to provide transit services.

3. BASIS OF RECOMMENDATION:

- A. The City's Transit Division will benefit from additional revenue service vehicles, particularly as existing midsize vehicles near the end of their useful lives and are experiencing an increase in required maintenance, which results in additional downtime.
- B. The proposed purchase utilizes an existing cooperative purchase agreement, to which the City of Turlock has access as a participating agency listed in RFP 20-01 solicited through CalACT and Basin Transit; this expedites the procurement process.
- C. The proposed vehicles would be the first zero-emission revenue service vehicles in the Turlock Transit fleet and would be powered by charging stations at the Transit Center.
- D. There is sufficient funding to procure the specified vehicles in Fund 426.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The proposed purchase is listed as \$206,831.04 per vehicle or \$827,325 in total (rounded up to the nearest dollar). This does not include a \$8,625.00 HVIP rebate per vehicle, which may be granted to support the purchase; it would be paid directly to the Vendor and is required by HVIP staff to be listed within the approved quote. There is sufficient funding in Fund 426 "Transit" account 426-40-415-243-002.51261 "Transit Bus Procurement/Inspection" for the proposed purchase.

Budget Amendment

A budget amendment is not required.

There is no impact to the General Fund.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. 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.

8. ALTERNATIVES:

- A. Reject approval of the proposed purchase. City staff does not recommend this approach because the proposed vehicles meet a defined need, there are sufficient funds budgeted for the project, and failure to procure additional vehicles will limit Turlock Transit’s operational capacity.
- B. Reject approval of the proposed purchase, but approve of the concept and direct City staff to solicit bids directly with vendors. City staff does not recommend this approach because the proposed cooperative purchase agreement streamlines the procurement process and the City of Turlock is listed as a participating agency.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. A-Z Bus Quote

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }
 PURCHASE AND DELIVERY OF FOUR (4) }
 2024 FORD E-TRANSIT 350 MR BATTERY }
 ELECTRIC VANS FROM A-Z BUS SALES, }
 INC. OF SACRAMENTO, CALIFORNIA, TO }
 BE USED AS REVENUE SERVICES }
 VEHICLES, UTILIZING THE CALACT/BASIN }
 TRANSIT COOPERATIVE PURCHASING }
 AGREEMENT, IN AN AMOUNT NOT TO }
 EXCEED \$827,325, EXPENSED TO FUND 426 }
 "TRANSIT" ACCOUNT NUMBER 426-40-415- }
 243-002.51261 WITHOUT COMPLIANCE TO }
 FORMAL BID PROCEDURE PURSUANT TO }
 TURLOCK MUNICIPAL CODE SECTION 2-7- }
 08(B)(5), IN SUPPORT OF CITY PROJECT }
 NO. 22012 "TRANSIT DEMAND RESPONSE }
 ZERO-EMISSION VEHICLE PURCHASE," }
 AND AUTHORIZING THE CITY MANAGER }
 TO EXECUTE ALL DOCUMENTS }
 NECESSARY TO SEEK RELATED GRANT }
 FUNDING AND COMPLETE THE PURCHASE }

RESOLUTION NO. 2024-

WHEREAS, the City of Turlock seeks to build and maintain a safe, reliable and dependable transit revenue fleet; and

WHEREAS, adding zero-emission revenue service vans allows the City to fully utilize the electric vehicle charging infrastructure at the Transit Center and provides revenue service to new locations that have been traditionally excluded from service due to access constraints (e.g. narrow passageways, difficulty turning around); and

WHEREAS, the City of Turlock is listed as a participating agency with a cooperative purchase solicitation, allowing the City to purchase directly from the vendor based on the contract(s) resulting from that solicitation; and

WHEREAS, the City of Turlock has identified an operational need for the four (4) proposed Ford E-Transit 350 MR and has sufficient funding available for the purchase at 426-40-415-243-002.51261.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the purchase and delivery of four (4) 2024 Ford E-Transit 350 MR battery electric vans from A-Z Bus Sales, Inc. of Sacramento, California, to be used as revenue services vehicles, utilizing the CalACT/Basin Transit cooperative purchasing agreement, in an amount not to exceed \$827,325, expensed to Fund 426 "Transit" account number 426-40-415-243-002.51261 without compliance to formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(5), in support of City Project No. 22012 "Transit Demand Response Zero-Emission Vehicle Purchase," and authorize the

City Manager to execute all documents necessary to seek related grant funding and complete the purchase.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of August, 2024, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Staff Report
8/27/2024



From: Christopher Fisher, Municipal Services Director
 Prepared by: Stephen Fremming, Principal Civil Engineer
 Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 18-69 "Surface Water Distribution System Improvements" and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On August 10, 2021, the City Council approved an agreement with Mountain Cascade, Inc. for construction of City Project No. 18-69 "Surface Water Distribution System Improvements." Construction has been completed in accordance with the approved plans and specifications. The completion of this project and the Stanislaus Regional Water Authority (SRWA) Regional Surface Water Treatment Plant allows the City to provide up to 10 million gallons per day (MGD) of treated surface water for use by the City's residents and businesses.

The main components of City Project No. 18-69 included:

- 12,000 lineal feet of pipelines up to 54 inches in diameter to convey treated surface water to the City's potable water distribution system
- A 40-foot-tall concrete tank with 2.3 million gallons of storage volume
- Booster pump station housed in a building to convey 10 MGD of treated surface water from SRWA to the City's distribution system
- Surge tank to prevent damage to City facilities
- Emergency diesel-fired generator to provide power to the pump station in case of an electrical outage
- Overflow retention basin for storage of an entire tank volume
- Three (3) pressure-reducing valves at the connection points to City's existing distribution system
- Trench patch and road restoration work along N. Quincy Road, E. Christoffersen Parkway, and E. Monte Vista Avenue

Change Order Summary:

Item	Amount	Approved by	Approval date
Original Contract	\$ 31,894,398.00	City Council	8/10/21
CCO No. 1	\$ 7,282.25	City Engineer	5/24/22
CCO No. 2	\$ 733,037.25	City Council	6/28/22
CCO No. 3	\$ 128,970.57	City Council	11/15/22

CCO No. 4	\$ 9,445.35	City Council	12/13/22
CCO No. 5	\$ 187,215.40	City Council	2/28/23
CCO No. 6	\$ 95,436.44	City Engineer	4/10/23
CCO No. 7	\$ 119,315.80	City Engineer	7/31/23
CCO No. 8	\$ 68,901.64	City Engineer	3/3/24
CCO No. 9	\$ 172,498.01	City Engineer and City Manager	5/22/24
CCO No. 10	\$ 148,432.60	City Engineer and City Manager	7/3/24
CCO No. 11	\$ (22,754.45)	City Engineer and City Manager	7/19/24
Total Contract	\$ 33,542,178.86		

A total of eleven (11) change orders were executed on the project. A construction contingency for change orders in the amount of \$1,500,000 was identified at the time of the award of bid. Contract change orders total \$1,647,780.86. Of this amount, \$708,037.25 of Change Order No. 2 was for assigning a procurement agreement for the vertical turbine pumps and variable frequency drives (VFDs) from the City to the contractor, which was already a separate budgeted expense, and does not affect the original contingency. Total change orders, not including the \$708,037.25 that was already accounted for in the original project budget, total \$939,743.61, or 62.6% of the original \$1,500,000 contingency.

Total Approved Contingency Amount	\$ 1,500,000.00
Subtotal of all CCOs (#1-11)	\$ 1,647,780.86
Contingency correction due to Change Order No. 2 pump and VFD assignment	\$ (708,037.25)
Contingency utilized with CCOs	\$ 939,743.61
Contingency utilized	62.6%

The following change order summary is provided for Change Orders No. 6 through 11 consistent with Council Resolution No. 2023-070 that a summary of contract change orders approved by staff be included for City Council's information upon requesting approval of the of Notice of Completion. Additional narrative is provided for items greater than \$10,000 beyond the basic change order item description.

Note that acronyms below are defined as:

- CE = Change Event
- MCI = Mountain Cascade Inc.
- PCO = Proposed Change Order
- DC = Design Clarification
- CMU = Concrete Masonry Unit
- PRV = Pressure Reducing Valves
- CARV = Combination Air Relief Valve
- T&M = Time and Materials (Force Account)
- VFD = Variable Frequency Drive
- MCC = Motor Control Center
- PS = Pump Station
- DOJ = Department of Justice
- ADA = Americans with Disabilities Act
- NFPA = National Fire Protection Association
- AC = Asphalt Concrete

Change Order No. 6

1. CE#033 – Potholing Exist CMU Wall Footings At Sebastian Well Site (MCI PCO#038) - \$769.14
2. CE#034 – Shifting Sebastian PRV-3 Vault (MCI PCO#039) - \$19,041.15
 - a. PRV-3 is located within Well No. 24 site. The PRV required installation of a trench shoring system for worker protection. The original design specified that the PRV be located approximately 6 feet away from the existing block wall. The proximity of the proposed shoring system to the existing wall raised concerns that construction activities could damage the existing wall's foundation. Therefore, the PRV-3 vault was rotated from its original design in order to increase separation. Additional excavation and backfill costs were necessary to relocate the PRV.
3. CE#043 – Romtec Restroom - Updated Electrical Requirements (MCI PCO#048 / DC#021) - \$600.86
4. CE#052 – Modifications to Ductbanks At Handholes (MCI PCO#061) - \$5,673.60
5. CE#061 – PRV 2 Site Concrete & Grading Updates (MCI PCO#070 / DC#023) - \$19,830.12
 - a. PRV 2 is located within Markley Park on E. Monte Vista Avenue. Parks maintenance staff requested that additional grading and concrete flatwork be installed around the PRV and electrical service pedestal to allow for easier maintenance of turf around the PRV.
6. CE#063 – Broken Service Saddle (MCI PCO#071) - \$5,084.96
7. CE#064 – Concrete Removal at Existing MH Collar (MCI PCO#073) - \$262.41
8. CE#080 – Potholing to Relocate CAV (MCI PCO#087) - \$5,074.88
9. CE#081 – TID Direct Bury Cable at Sebastian (MCI PCO#088) - \$3,473.32
10. CE#085 – Painting of Romtec Restroom Fascia, Eaves and Beams (MCI PCO#092) - \$4,147.50
11. CE#087 – Vortex Breaker Requirements (MCI PCO#096 / DC#031) - \$2,278.50
12. CE#088 – Additional Days Due to Weather Delays (no cost change)

13. CE#090 – Partnering Allowance Increase - \$29,200.00
 - a. Partnering services include an initial kickoff meeting followed by quarterly meetings involving the services of a 3rd party facilitator. The facilitator is tasked to work with the owner, engineer, construction manager, and construction contractor to establish shared goals and objectives, identify conflicts early, establish effective communication protocols, and to work as partners in resolving differences during the course of construction. The goal of partnering is to reduce overall costs associated with claims, mediation, or litigation associated with the construction process. An allowance in the amount of \$35,000 was included on the bid form. Due to the extension of the project schedule related to COVID-19 supply chain impacts, the partnering allowance was increased to support the project through the end of construction.

Change Order No. 7

1. CE#031.2 – 4 Inch Irrigation at PRV-2 (MCI PCO#035.2) - \$3,661.79
2. CE#035 – TID Electrical at Pump Station - Relocation of Generator and AC Units (DC#019 / MCI PCO#040) - \$13,715.47
 - a. The project plans were initially reviewed by TID staff prior to construction. During the course of construction, TID inspectors provided comments indicating that the location of the emergency generator and AC units was not allowable due to its proximity of underground duct banks serviced by TID. Therefore, the design had to be altered to relocate these facilities.
3. CE#037 – Pump Station Footing Re-Work (MCI PCO#043) - \$13,129.76
 - a. Conflicts were identified between the electrical ductbank risers through the pump station building slab and the building footing reinforcement. Some rework to rebar and duct bank risers were necessary to remove the conflict due to these items.
4. CE#044 – Shared SRWA Mast (DC#020 / MCI PCO#049R1) - (\$5,770.64)
5. CE#055 – ADA Ramps (MCI PCO#069) - \$51,603.72
 - a. The project included paving work along N. Quincy Road consistent with City standards, which included reconstruction of several curb ramps, as required by the DOJ when performing adjacent street resurfacing work. The original design assumed that several of the ramps and top landing could be preserved with modifications made to curb and gutter only. It was later determined during construction that additional demolition and reconstruction of ramps and top landings would be required to provide sloped surfaces underneath the max allowed by ADA.
6. CE#058 – Crane Rail Bearing Plate, per RFI 135 (MCI PCO #065) - \$4,883.08
7. CE#069 – Removal of Saturated Soil for Formwork at Sidewalk, Gutter & Curb (MCI PCO#075) - \$14,420.93
 - a. During construction of sidewalk, curb, and gutter, the contractor repeatedly encountered situations where residents' over watering resulted in the construction area being flooded and not suitable for work, despite multiple requests to the residents to adjust their watering patterns to not interfere with construction. Additional work was necessary to prepare these areas for construction of the improvements.

8. CE#079 – Modifications to PS Pipe Supports and at PRV Strainers (MCI PCO#085) - \$12,480.79
 - a. After a few pipe supports had already been constructed, It was noted that it would be difficult or impossible to remove anchor bolts on the piping due to the proximity of the pipe support. A number of pipe supports were modified to allow for access to piping anchor bolts.
9. CE #092 – PRV-1 Site Concrete Modifications - \$8,478.75
10. CE#095.1 – Change Concrete Driveway Approach for Well 24 Entrance (MCI PCO#102) - \$2,712.15

Change Order No. 8

1. CE#047 – Irrigation Canal Abandonment and Removal (DC#022) (MCI PCO#054) - \$10,425.86
 - a. TID required that the irrigation canal and ditch along the southern border of the site be abandoned and filled in. This item represents the work required to remove the concrete lining, valves, and backfill with clean native fill.
2. CE#062 – Security Controller Change (DC#030) (MCI PCO#072R2) - \$21,025.83
 - a. A number of security enhancements were requested to be added to the scope of work and include door contacts, motion sensors, and a change in the vendor package to be consistent with other City facilities (Honeywell).
3. CE#073 – Pressure Transmitter Inlet Modifications (DC#027) (MCI PCO#081) - \$7,366.16
4. CE#093 – Saturated Soil Inside Well 24 From Neighbor's Broken Irrigation Line (MCI PCO#102) - \$3,041.11
5. CE#097 – PRV 2 Additional Irrigation T&M Work (MCI PCO#105) - \$4,701.30
6. CE#098 – PRV 1 Additional Irrigation T&M Work (MCI PCO#106) - \$12,015.73
 - a. PRV 1 is located at the corner of Wellington Lane and E. Christoffersen Parkway. Irrigation facilities were relocated to prevent conflict with the project facilities and prevent overspray on to the PRV and electrical service facilities.
7. CE#102 – Procurement and Assembly of 3 & 8-inch CARV Enclosure Extensions (MCI PCO#110) - \$2,743.65
8. CE#104 – Credit for Removal of Duct Detectors (MCI PCO#112) - (\$275.15)
9. CE#105 – Added Smoke Detectors (MCI PCO#113) - \$10,888.24
 - a. The original design did not account for all required smoke detectors due to the sloped ceiling in the pump station building. Four (4) smoke detectors with related conduit and wiring were added to satisfy NFPA requirements.
10. CE#113 – Tree Substitution for Tank Site Landscaping (MCI PCO#122) - (\$3,031.09)

Change Order No. 9

1. CE#019 – Pipeline Realignment Per Pothole Information (DC#014) (MCI PCO#015) - \$60,552.50
 - a. The original project plans included plan and profile sheets and indicated the depth of burial of new pipeline facilities. The depth was designed based on

utility information that could be discerned based on a record search as provided by utility providers such as water, storm, sewer, electrical, cable, fiber optic, and other communications. The project required that the contractor pothole each utility near the proposed facilities to confirm the actual depth prior to construction. The design depth of many facilities was altered during construction to avoid conflict with utilities as they were actually encountered in the field. These adjustments resulted in an overall net increase in effort due to the contractor installing the facilities, on average, deeper than that required by the original design documents.

2. CE#036 – Delay Due to Bird's Nest at Tank (MCI PCO#042R1) - \$6,952.58
3. CE#066 – AC Paving Design Change for N. Quincy Rd Within City Limits (DC#024) (MCI PCO#074) - \$39,543.21
 - a. The original contract required the contractor to grind the existing pavement to a depth of 2 inches, and pave back with hot mix asphalt to a depth of 2 inches, consistent with City Standards for utility trench construction. During construction it was noted that many areas of N. Quincy Road consisted of 2 inches or less of total asphalt concrete depth, and that base failure and rutting were already occurring. In order to improve the overall finished product of the final paving operation, the contractor was directed to grind out and pave back the areas known to be thin or that inhibited base failure and rutting with a deep lift of asphalt concrete. This work was paid for using Measure L Funds.
4. CE#074 – Pressure Transmitter Mechanical Configuration (DC#029) (MCI PCO#082R1) - \$7,145.04
5. CE#083 – Conflicts With Hot Tap and Sebastian/Quincy Tie-In to Existing Waterline (MCI PCO#091) - \$17,298.69
 - a. Revisions to the existing water system were made at the tie-in point on the south end of the project at Sebastian Drive and N. Quincy Road when conflicts were found between the new 54-inch diameter pipeline and the existing water system.
6. CE#089 – Additional Site Access Requirements Needed by Fire Dept. and TID (MCI PCO#097) - \$4,820.19
7. CE#096 – CARV Enclosure Risers (MCI PCO#104) - \$1,829.88
8. CE#100 – Future Pump Conduits - Credit (MCI PCO#108) - (\$1,089.29)
9. CE#106 – Air Compressor Panel (MCI PCO#114) - \$4,483.82
10. CE#108 – Neutral Requirements for Generator, Temp Eng, MCC & VFD's (MCI PCO#116) - \$10,012.54
 - a. Neutral wire was missing from the one-line diagrams and conduit schedule on the design drawings for various electrical equipment. This item includes the additional neutral wire material and labor to pull through conduit and terminate wire.
11. CE#109 – Pipe Support Change at Flowmeter (MCI PCO#118) - \$7,815.17
12. CE#112 – SRWA – Turlock Signal Sharing (DC#033) (MCI PCO#121) - \$5,233.68
13. CE#123 – Partnering Closeout (MCI PCO#130) - \$7,900.00
14. CE#118 – Non-compensable Time Extension for Delays -\$0.00

1. CE#071 – CARV Change in County ROW (MCI PCO#095) - \$33,432.10
 - a. The original project plans included a number of air relief valves for the new surface water pipelines located above ground and off the shoulder of roads. Stanislaus County staff reviewed the project plans prior to finalizing the design and did not object to the proposed design. During construction, Stanislaus County staff later commented and required that these air valves be located below ground due to potential for damage to motorists in the event of collision. Fortunately, only one air valve was required to be modified due to its proximity to the edge of the roadway, whereas the others were located far enough away from the road to be considered OK and not in need of modification.
2. CE#122 – CARV Relocation at 2400 Sebastian (MCI PCO#127) -\$39,540.74
 - a. A CARV was installed at the corner of Sebastian Drive and N. Quincy Road as was necessary to bleed the line of air at this southern end of the project. After installation it was noted that the height of the air valve and its enclosure exceeded 3 feet and did not meet the City Standard for corner visibility. The CARV, underground air piping, and enclosure were relocated south to be out of the clear vision triangle.
3. CE#124 – Additional Paving (MCI PCO#133) - \$75,459.76
 - a. During final grinding and repaving of N. Quincy Road in the Spring of 2024, it was noted that existing asphalt concrete in several areas ranged from just over 2 inches to less than 2 inches deep. While several known areas had been addressed in Spring 2023 as part of the extra work encompassed with “CE#066 – AC Paving Design Change for N. Quincy Rd Within City Limits” (see above), it did not include all areas of concern now that the entire roadway had been grinded to 2-inch depth. The contractor was directed to perform targeted dig out and deep lift work as well as increasing the overall grinding and paving thickness to 3 inches in certain areas. Measure L funds were utilized to pay for this work.

Change Order No. 11 (Final)

1. CE#094 – Credit for use of Patterson Pumps During Startup (MCI PCO#129) - (\$19,963.47)
2. CE#099 – Gas Line Conflict at Monte Vista Tie-In (MCI PCO#107) -\$63,649.88
 - a. A gas line was shown on the plans approximately 9 feet away from the existing water pipe to be tied into with the new surface water pipeline at the intersection of E. Monte Vista Ave. and Berkeley Ave. This dimension was established based on information provided by PG&E during the design phase. During construction of the project, it was discovered that the gas line was much closer to the tie-in and resulted in a conflict. The design had to be altered in order to complete the connection, resulting in additional costs.
3. CE#115 – Phase 2 Commissioning (DC#034) (MCI PCO#124) - \$11,781.72
 - a. Per direction from the City’s surface water integration consultant, Confluence, the amount of time for Phase 2 commissioning was increased, resulting in additional costs for temporary pumps to deliver low-flow volumes to the distribution system.

4. CE#119 – Changes to Projected Water Orders From SRWA in 2024 (MCI PCO#131) - \$17,210.64
 - a. Phase 2 Commissioning includes the period of time when the new surface water supply is slowly integrated into the distribution system with the contractor providing the operational support necessary to do so. The original design specifications called for the contractor to provide a specific amount of flow based on a schedule set by the City. However, during the actual commissioning process, it became apparent that the level of effort in order to provide the specified flow was well beyond that required by the specifications, as several factors resulted in a very hands-on approach to commissioning operations including monitoring and anticipating changes in pressure, tank level, and flow out to the three tie-in locations. This cost represents additional time from the contractor's commissioning manager to provide operational support during phase 2 commissioning beyond that required by the original contract scope.
5. CE#125 – Remaining Patterson Pumps Co. Costs - \$6,247.40
6. CE#126 – Bridge Crane Conduits & TID Power Costs - \$40,000.00
 - a. This item includes a settlement of two categories of costs:
 1. Bridge Crane Conduits – The contractor was unable to install conduit on the interior of the pump station walls as originally designed due to required clearances to the bridge crane per OSHA requirements. The clearance requirements were unknown until after the project was awarded and the supplier submitted the bridge crane product submittal information. The contractor originally proposed a cost of \$131,080.04 for the work necessary to remove interior conduit and wire, core drill through the masonry walls, and run conduit on the exterior of the building. In a meeting held on July 9th, City staff was able to reach a settlement amount of \$60,000 as City's share of the cost, as the contractor did not perform all of its contractual responsibilities to coordinate the work among the various trades and to bring conflicts to the engineer's attention early before proceeding with the interior conduit work, which would have eliminated the costs of the initial installation of interior conduit.
 2. TID Power Costs – Electrical costs in the amount of \$28,184.65 were incurred after service was established to the new pump station and three (3) pressure reducing valve stations and before substantially completion of the project when surface water began to be introduced into the distribution system. City staff maintain that contract documents indicate that the cost of electrical service before substantial completion is the responsibility of the contractor. City is due a credit through the construction contract for TID costs paid directly by the City. The contractor proposed to reimburse the City only \$2,000 due to its interpretation of the contract documents that the electrical service reimbursement would only be required for three (3) pressure reducing valve stations, and not for the pump station. In a meeting held July 9th, City staff was able to reach a settlement credit amount of \$20,000 for this item, together with the bridge crane item described above.
7. CE#127 – Non-compensable Time Extension - \$0.00
8. Final Quantities Adjustment - (\$141,680.62) CREDIT

- a. This adjustment to the contract amount is made due to the final actual quantities varying from the original estimated bid quantities. This adjustment results in a credit amount of \$141,680.62. The majority of the credit comes from bid allowances for potential work that was included in the original contract that were not necessary to be completely billed out.

3. BASIS OF RECOMMENDATION:

- A. California City Code Section 9204 allows the City Council to authorize the City Engineer to sign the Notice of Completion.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund Monies will be used for this project.

There are sufficient funds in the project account number, 420-52-551.51356 "Surface Water Dist. Imp.-Terminal Facilities" for the project's final expenses and no budget action is necessary.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

The SRWA surface water project includes a complete environmental assessment, including a Final Environmental Impact Report not only for the RSWSP, but also for the City's local distribution facilities. SRWA is the lead agency as concerns CEQA for this project and SRWA has completed all necessary CEQA actions and determinations. Therefore, no additional environmental determination is needed at this time.

8. ALTERNATIVES:

- A. Council could choose to deny authorizing the City Engineer to file the Notice of Completion. Staff does not recommend this alternative as all work has been completed in accordance with the contract documents.

9. ATTACHMENTS:

1. Attachment B - NOC
2. Attachment C - CCO No. 6
3. Attachment D - CCO No. 7
4. Attachment E - CCO No. 8
5. Attachment F - CCO No. 9
6. Attachment G - CCO No. 10
7. Attachment H - CCO No. 11 (Final)

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. 18-69
Surface Water Distribution System Improvements**

Notice is hereby given that work on the above-referenced project located at 3500 N. Quincy Road and at other various locations in Turlock, California, was completed by the undersigned agency on August 27th, 2024. The contractor of work is Mountain Cascade, Inc. of Livermore, California, 94551 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 August 28, 2024 at Turlock, California, Stanislaus County



CONTRACT CHANGE ORDER

Date issued: **April 10, 2023** Change Order No.: **6**
 Project Name: **Surface Water Distribution System Improvements**

Mountain Cascade Inc.
 P.O. Box 5050
 Livermore, California 94551
 925-373-8370

Project No.: **18-69**
 Original Contract Amount: **\$31,894,398.00**
 Contract Award Date: **August 10, 2021**

You are directed to make the following changes in this contract as requested by The City of Turlock:

	Unit:	Quantity:	Unit Price:	Total:
CE#033 – Potholing Exist CMU Wall Footings At Sebastian Well Site (MCI PCO#038)	LS	1	\$769.14	\$769.14
CE#034 – Shifting Sebastian PRV-3 Vault (MCI PCO#039)	LS	1	\$19,041.15	\$19,041.15
CE#043 – Romtec Restroom - Updated Electrical Requirements (MCI PCO#048 / DC#021)	LS	1	\$600.86	\$600.86
CE#052 – Modifications to Ductbanks At Handholes (MCI PCO#061)	LS	1	\$5,673.60	\$5,673.60
CE#061 – PRV 2 Site Concrete & Grading Updates (MCI PCO#070 / DC#023)	LS	1	\$19,830.12	\$19,830.12
CE#063 – Broken Service Saddle (MCI PCO#071)	LS	1	\$5,084.96	\$5,084.96
CE#064 – Concrete Removal at Existing MH Collar (MCI PCO#073)	LS	1	\$262.41	\$262.41
CE#080 – Potholing to Relocate CAV (MCI PCO#087)	LS	1	\$5,074.88	\$5,074.88
CE#081 – TID Direct Bury Cable at Sebastian (MCI PCO#088)	LS	1	\$3,473.32	\$3,473.32
CE#085 – Painting of Romtec Restroom Fascia, Eaves and Beams (MCI PCO#092)	LS	1	\$4,147.50	\$4,147.50
CE#087 – Vortex Breaker Requirements (MCI PCO#096 / DC#031)	LS	1	\$2,278.50	\$2,278.50
CE#088 – Additional Days Due to Weather Delays (no cost change)	LS	1	\$0.00	\$0.00
CE#090 – Partnering Allowance Increase	LS	1	\$29,200.00	\$29,200.00
		Total this CCO=		\$95,436.44
The original contract sum =				\$31,894,398.00
Net change by previous change orders =				\$1,065,950.82
The contract sum will increase in the amount of =				\$95,436.44
The new contract sum including this change order will be =				\$33,055,785.26
Four (4) days of contract time shall be added with approval of this change order				

Accepted: Roger Williamson
 Mountain Cascade Inc., Contractor

Date: 04/10/23

Recommended: [Signature]
 Nanda Gottiparthi, Acting City Engineer

Date: 04/10/23



CONTRACT CHANGE ORDER

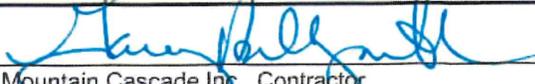
Date issued: July 26, 2023 **Change Order No.:** 7
Project Name: Surface Water Distribution System Improvements

Mountain Cascade Inc.
P.O. Box 5050
Livermore, California 94551
925-373-8370

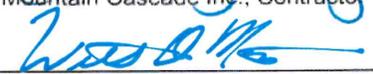
Project No.: 18-69
Original Contract Amount: \$31,894,398.00
Contract Award Date: August 10, 2021

You are directed to make the following changes in this contract as requested by The City of Turlock:

	Unit:	Quantity:	Unit Price:	Total:
CE#031.2 – 4 Inch Irrigation at PRV-2 (MCI PCO#035.2)	LS	1	\$3,661.79	\$3,661.79
CE#035 – TID Electrical at Pump Station - Relocation of Generator and AC Units (DC#019 / MCI PCO#040)	LS	1	\$13,715.47	\$13,715.47
CE#037 – Pump Station Footing Re-Work (MCI PCO#043)	LS	1	\$13,129.76	\$13,129.76
CE#044 – Shared SRWA Mast (DC#020 / MCI PCO#049R1)	LS	1	(\$5,770.64)	(\$5,770.64)
CE#055 – ADA Ramps (MCI PCO#069)	LS	1	\$51,603.72	\$51,603.72
CE#058 – Crane Rail Bearing Plate, per RFI 135 (MCI PCO #065)	LS	1	\$4,883.08	\$4,883.08
CE#069 – Removal of Saturated Soil for Formwork at Sidewalk, Gutter & Curb (MCI PCO#075)	LS	1	\$14,420.93	\$14,420.93
CE#079 – Modifications to PS Pipe Supports and at PRV Strainers (MCI PCO#085)	LS	1	\$12,480.79	\$12,480.79
CE #092 – PRV-1 Site Concrete Modifications	LS	1	\$8,478.75	\$8,478.75
CE#095.1 – Change Concrete Driveway Approach for Well 24 Entrance (MCI PCO#102)	LS	1	\$2,712.15	\$2,712.15
			Total this CCO=	\$119,315.80
The original contract sum =				\$31,894,398.00
Net change by previous change orders =				\$1,161,387.26
The contract sum will increase in the amount of =				\$119,315.80
The new contract sum including this change order will be =				\$33,175,101.06
Twenty five (25) days of contract time shall be added with approval of this change order due to CE#035				

Accepted: 
Mountain Cascade Inc., Contractor

Date: 7-27-23

Approved: 
William D. Morris, Acting City Engineer

Date: 7/31/23



CONTRACT CHANGE ORDER

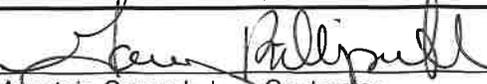
Date issued: March 12, 2024 **Change Order No.:** 8
Project Name: Surface Water Distribution System Improvements

Mountain Cascade Inc.
P.O. Box 5050
Livermore, California 94551
925-373-8370

Project No.: 18-69
Original Contract Amount: \$31,894,398.00
Contract Award Date: August 10, 2021

You are directed to make the following changes in this contract as requested by The City of Turlock:

	Unit:	Quantity:	Unit Price:	Total:
CE#047 – Irrigation Canal Abandonment and Removal (DC#022) (MCI PCO#054)	LS	1	\$10,425.86	\$10,425.86
CE#062 – Security Controller Change (DC#030) (MCI PCO#072R2)	LS	1	\$21,025.83	\$21,025.83
CE#073 – Pressure Transmitter Inlet Modifications (DC#027) (MCI PCO#081)	LS	1	\$7,366.16	\$7,366.16
CE#093 – Saturated Soil Inside Well 24 From Neighbor's Broken Irrigation Line (MCI PCO#102)	LS	1	\$3,041.11	\$3,041.11
CE#097 – PRV 2 Additional Irrigation T&M Work (MCI PCO#105)	LS	1	\$4,701.30	\$4,701.30
CE#098 – PRV 1 Additional Irrigation T&M Work (MCI PCO#106)	LS	1	\$12,015.73	\$12,015.73
CE#102 – Procurement and Assembly of 3 & 8-inch CARV Enclosure Extensions (MCI PCO#110)	LS	1	\$2,743.65	\$2,743.65
CE#104 – Credit for Removal of Duct Detectors (MCI PCO#112)	LS	1	(\$275.15)	(\$275.15)
CE#105 – Added Smoke Detectors (MCI PCO#113)	LS	1	\$10,888.24	\$10,888.24
CE#113 – Tree Substitution for Tank Site Landscaping (MCI PCO#122)	LS	1	(\$3,031.09)	(\$3,031.09)
Total this CCO=				\$68,901.64 GK
The original contract sum =				\$31,894,398.00 GK
Net change by previous change orders =				\$1,280,703.06 GK
The contract sum will increase in the amount of =				\$68,901.64 GK
The new contract sum including this change order will be =				\$33,244,002.70 GK
The contract time will not be altered with approval of this change order GK				

Accepted: 
Mountain Cascade Inc., Contractor

Date: 3-12-24

Approved: 
William D. Morris, City Engineer

Date: 3/13/2024



CONTRACT CHANGE ORDER

Date issued: **May 17, 2024** Change Order No.: **9**

Project Name: **Surface Water Distribution System Improvements**

Mountain Cascade Inc.

P.O. Box 5050
Livermore, California 94551
925-373-8370

Project No.: **18-69**

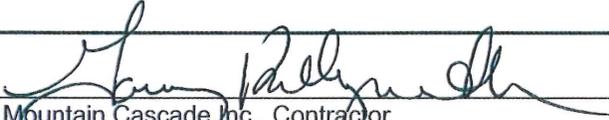
Original Contract Amount: **\$31,894,398.00**

Contract Award Date: **August 10, 2021**

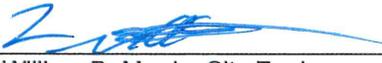
You are directed to make the following changes in this contract as requested by The City of Turlock:

Item	Unit:	Quantity:	Unit Price:	Total:
CE#019 – Pipeline Realignment Per Pothole Information (DC#014) (MCI PCO#015)	LS	1	\$60,552.50	\$60,552.50
CE#036 – Delay Due to Bird's Nest at Tank (MCI PCO#042R1)	LS	1	\$6,952.58	\$6,952.58
CE#066 – AC Paving Design Change for N. Quincy Rd Within City Limits (DC#024) (MCI PCO#074)	LS	1	\$39,543.21	\$39,543.21
CE#074 – Pressure Transmitter Mechanical Configuration (DC#029) (MCI PCO#082R1)	LS	1	\$7,145.04	\$7,145.04
CE#083 – Conflicts With Hot Tap and Sebastian/Quincy Tie-In to Existing Waterline (MCI PCO#091)	LS	1	\$17,298.69	\$17,298.69
CE#089 – Additional Site Access Requirements Needed by Fire Dept. and TID (MCI PCO#097)	LS	1	\$4,820.19	\$4,820.19
CE#096 – CARV Enclosure Risers (MCI PCO#104)	LS	1	\$1,829.88	\$1,829.88
CE#100 – Future Pump Conduits - Credit (MCI PCO#108)	LS	1	(\$1,089.29)	(\$1,089.29)
CE#106 – Air Compressor Panel (MCI PCO#114)	LS	1	\$4,483.82	\$4,483.82
CE#108 – Neutral Requirements for Generator, Temp Eng, MCC & VFD's (MCI PCO#116)	LS	1	\$10,012.54	\$10,012.54
CE#109 – Pipe Support Change at Flowmeter (MCI PCO#118)	LS	1	\$7,815.17	\$7,815.17
CE#112 – SRWA – Turlock Signal Sharing (DC#033) (MCI PCO#121)	LS	1	\$5,233.68	\$5,233.68
CE#123 – Partnering Closeout (MCI PCO#130)	LS	1	\$7,900.00	\$7,900.00

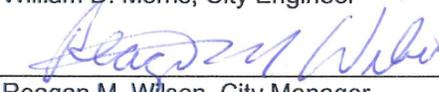
	Unit:	Quantity:	Unit Price:	Total:
CE#118 – Non-compensable Time Extension for Delays	LS	1	\$0.00	\$0.00
		Total this CCO=		\$172,498.01
<i>The original contract sum =</i>				\$31,894,398.00
<i>Net change by previous change orders =</i>				\$1,349,604.70
<i>The contract sum will increase in the amount of =</i>				\$172,498.01
<i>The new contract sum including this change order will be =</i>				\$33,416,500.71
<i>Two hundred thirty nine (239) days of contract time shall be added with approval of this change order due to CE#118</i>				

Accepted: 
 Mountain Cascade Inc., Contractor

Date: 5-20-24

Approved: 
 William D. Morris, City Engineer

Date: 5/21/24

Approved: 
 Reagan M. Wilson, City Manager

Date: 5/21/24



CONTRACT CHANGE ORDER

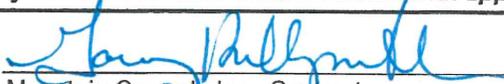
Date issued: June 24, 2024 **Change Order No.:** 10
Project Name: Surface Water Distribution System Improvements

Mountain Cascade Inc.
P.O. Box 5050
Livermore, California 94551
925-373-8370

Project No.: 18-69
Original Contract Amount: \$31,894,398.00
Contract Award Date: August 10, 2021

You are directed to make the following changes in this contract as requested by The City of Turlock:

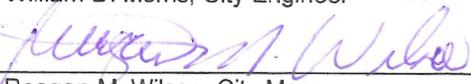
Item	Unit:	Quantity:	Unit Price:	Total:
CE#071 – CARV Change in County ROW (MCI PCO#095)	LS	1	\$33,432.10	\$33,432.10
CE#122 – CARV Relocation at 2400 Sebastian (MCI PCO#127)	LS	1	\$39,540.74	\$39,540.74
CE#124 – Additional Paving (MCI PCO#133)	LS	1	\$75,459.76	\$75,459.76
Total this CCO=				\$148,432.60
<i>The original contract sum =</i>				\$31,894,398.00
<i>Net change by previous change orders =</i>				\$1,522,102.71
<i>The contract sum will increase in the amount of =</i>				\$148,432.60
<i>The new contract sum including this change order will be =</i>				\$33,564,933.31
<i>Twenty eight (28) days of contract time shall be added with approval of this change order due to CE#122</i>				

Accepted: 
Mountain Cascade Inc., Contractor

Date: 6/25/24

Approved: 
William D. Morris, City Engineer

Date: 6/25/24

Approved: 
Reagan M. Wilson, City Manager

Date: 7/3/24



CONTRACT CHANGE ORDER

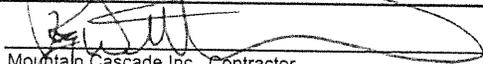
Date issued: July 15, 2024 Change Order No.: 11 (Final)
 Project Name: Surface Water Distribution System Improvements

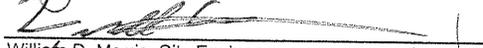
Mountain Cascade Inc.
 P.O. Box 5050
 Livermore, California 94551
 925-373-8370

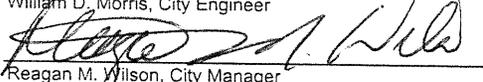
Project No.: 18-69
 Original Contract Amount: \$31,894,398.00
 Contract Award Date: August 10, 2021

You are directed to make the following changes in this contract as requested by The City of Turlock:

Item	Unit:	Quantity:	Unit Price:	Total:
CE#094 – Credit for use of Patterson Pumps During Startup (MCI PCO#129)	LS	1	(\$19,963.47)	(\$19,963.47)
CE#099 – Gas Line Conflict at Monte Vista Tie-In (MCI PCO#107)	LS	1	\$63,649.88	\$63,649.88
CE#115 – Phase 2 Commissioning (DC#034) (MCI PCO#124)	LS	1	\$11,781.72	\$11,781.72
CE#119 – Changes to Projected Water Orders From SRWA in 2024 (MCI PCO#131)	LS	1	\$17,210.64	\$17,210.64
CE#125 – Remaining Patterson Pumps Co. Costs	LS	1	\$6,247.40	\$6,247.40
CE#126 – Bridge Crane Conduits & TID Power Costs	LS	1	\$40,000.00	\$40,000.00
CE#127 – Non-compensable Time Extension	LS	1	\$0.00	\$0.00
Final Quantities Adjustment - See Attachment	LS	1	(\$141,680.62)	(\$141,680.62)
Total this CCO=				(\$22,754.45)
The original contract sum =				\$31,894,398.00
Net change by previous change orders =				\$1,670,535.31
The contract sum will decrease in the amount of =				(\$22,754.45)
The new contract sum including this change order will be =				\$33,542,178.86
Seventy four (74) days of contract time shall be added with approval of this change order due to CE#127				

Accepted: 
 Mountain Cascade Inc., Contractor

Approved: 
 William D. Morris, City Engineer

Approved: 
 Reagan M. Wilson, City Manager

Date: 7/16/24

Date: 7/16/24

Date: 7/19/24

CITY OF TURLOCK

FINAL QUANTITIES
Surface Water Distribution System Improvements

Project No. 18-69



Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization and Demobilization (Not to be Greater than 4 percent of the Total Unit Price Bid)	LS	\$750,000.00	1.00	\$750,000.00	1.00	\$750,000.00	\$0.00
2	Terminal Tank Site Sitework	LS	\$6,100,000.00	1.00	\$6,100,000.00	1.00	\$6,100,000.00	\$0.00
3	Terminal Tank Site Concrete Reservoir	LS	\$4,000,000.00	1.00	\$4,000,000.00	1.00	\$4,000,000.00	\$0.00
4	Terminal Tank Site Pump Station	LS	\$7,900,000.00	1.00	\$7,900,000.00	1.00	\$7,900,000.00	\$0.00
5	Terminal Tank Site Detention Basin	LS	\$325,000.00	1.00	\$325,000.00	1.00	\$325,000.00	\$0.00
6	Terminal Tank Site Detention Basin Pump Station	LS	\$225,000.00	1.00	\$225,000.00	1.00	\$225,000.00	\$0.00
7	Traffic Control	LS	\$588,000.00	1.00	\$588,000.00	1.00	\$588,000.00	\$0.00
8	Subsurface Utility Investigations	LS	\$75,000.00	0.96664	\$72,498.00	1.00	\$75,000.00	(\$2,502.00)
9	42-inch Potable Pipeline	LF	\$720.00	5451.00	\$3,924,720.00	5451.00	\$3,924,720.00	\$0.00
10	24-inch Potable Pipeline	LF	\$250.00	1377.00	\$344,250.00	1377.00	\$344,250.00	\$0.00
11	16-Inch Potable Pipeline	LF	\$210.00	4777.00	\$1,003,170.00	4777.00	\$1,003,170.00	\$0.00
12	Blow-Off Valves	EA	\$20,000.00	10.00	\$200,000.00	10.00	\$200,000.00	\$0.00
13	3-inch Air Valve Assemblies	EA	\$27,000.00	6.00	\$162,000.00	6.00	\$162,000.00	\$0.00
14	8-inch Air Valves Assemblies	EA	\$32,000.00	2.00	\$64,000.00	2.00	\$64,000.00	\$0.00
15	Inspection Manways	EA	\$45,000.00	3.00	\$135,000.00	3.00	\$135,000.00	\$0.00
16	Potable Pipeline Valves, Connections, and Tie-ins	LS	\$400,000.00	1.00	\$400,000.00	1.00	\$400,000.00	\$0.00
17	15-Inch Storm Drain Pipeline	LF	\$110.00	2866.00	\$315,260.00	2866.00	\$315,260.00	\$0.00
18	Storm Drain Pipeline Manholes	EA	\$12,000.00	10.00	\$120,000.00	10.00	\$120,000.00	\$0.00
19	Fiber Optic Conduit and Cable	LS	\$350,000.00	1.00	\$350,000.00	1.00	\$350,000.00	\$0.00
20	Fiber Optic Pull Boxes	EA	\$19,000.00	21.00	\$399,000.00	21.00	\$399,000.00	\$0.00
21	Wellington / East Christofferson PRV	LS	\$658,000.00	1.00	\$658,000.00	1.00	\$658,000.00	\$0.00
22	East Monte Vista / Brookstone PRV	LS	\$645,000.00	1.00	\$645,000.00	1.00	\$645,000.00	\$0.00
23	Quincy / Sebastian PRV	LS	\$640,000.00	1.00	\$640,000.00	1.00	\$640,000.00	\$0.00
24	Stanislaus County Paving – 0.45-foot Asphalt over 0.55-foot ABC	SY	\$81.00	7293.00	\$590,733.00	7293.00	\$590,733.00	\$0.00
25	Stanislaus County Paving – 2inch Grind and Overlay	SY	\$25.00	6885.00	\$172,125.00	6885.00	\$172,125.00	\$0.00
26	Stanislaus County Paving – ABC Shoulder	SY	\$100.00	1002.00	\$100,200.00	1002.00	\$100,200.00	\$0.00

27	City of Turlock Paving – 2-inch Grind and Overlay	SY	\$40.00	16420.36	\$656,814.40	16475.00	\$659,000.00	(\$2,185.60)
28	City of Turlock Paving – Pavers	SY	\$200.00	186.00	\$37,200.00	186.00	\$37,200.00	\$0.00
29	City of Turlock ADA Ramp, Sidewalk, Curb and Gutter	LS	\$325,000.00	1.00	\$325,000.00	1.00	\$325,000.00	\$0.00
30	Pavement Striping	LS	\$45,000.00	1.00	\$45,000.00	1.00	\$45,000.00	\$0.00
31	Phase 1 Commissioning	LS	\$90,000.00	1.00	\$90,000.00	1.00	\$90,000.00	\$0.00
32	Maintenance of pump station, tank, and all Terminal Tank Site facilities between Phase 1 and Phase 2 Commissioning	MO	\$3,000.00	4.00	\$12,000.00	4.00	\$12,000.00	\$0.00
33	Phase 2 Commissioning	LS	\$120,000.00	1.00	\$120,000.00	1.00	\$120,000.00	\$0.00
34	Dust Control	LS	\$120,000.00	1.00	\$120,000.00	1.00	\$120,000.00	\$0.00
35	Dewatering for Trenches and Open Excavations	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
36	Allowance for Stanislaus County and City of Turlock Encroachment Permit Fees	ALLOW	\$75,000.00	0.15208	\$11,406.00	1.00	\$75,000.00	(\$63,594.00)
37	Allowance for Turlock Irrigation District New Electrical Service Fees	ALLOW	\$45,000.00	0.00	\$0.00	1.00	\$45,000.00	(\$45,000.00)
38	Allowance for Culvert Repairs	ALLOW	\$50,000.00	0.51787	\$25,893.26	1.00	\$50,000.00	(\$24,106.74)
39	Allowance for Unknown Utilities	ALLOW	\$50,000.00	0.91415	\$45,707.72	1.00	\$50,000.00	(\$4,292.28)
40	Allowance for Disputes Review Board per Section 00822	ALLOW	\$25,000.00	1.00	\$25,000.00	1.00	\$25,000.00	\$0.00
41	Allowance for Project Partnering per Section 01305	ALLOW	\$35,000.00	1.00	\$35,000.00	1.00	\$35,000.00	\$0.00
42	Sheeting, Shoring, and Bracing, or Equivalent Method for the Protection of Life and Limb in Trenches and Open Excavation, Pursuant to California Labor Code §6707 and Section 02260	LS	\$60,000.00	1.00	\$60,000.00	1.00	\$60,000.00	\$0.00
43	All other work required to complete the project that is not included in Bid Items 1 – 42	LS	\$610,000.00	1.00	\$610,000.00	1.00	\$610,000.00	\$0.00
Bid Alt. B	Bid Alternate B – Eliminate Detention Basin Pump Station, 15-inch Storm Drain Pipeline, Storm Drain Manholes, and Associated Work:	LS	(\$660,260.00)	1.00	(\$660,260.00)	1.00	(\$660,260.00)	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$31,752,717.38		\$31,894,398.00	(\$141,680.62)
C.O. #	CHANGE ORDERS							
1.1	CE #001 - Irrigation Well Demo Update (DC#002)	LS	(\$16,714.64)	1.00	(\$16,714.64)	0.00	\$0.00	(\$16,714.64)
1.2	CE#003 – Use of Microsoft Project In-Lieu of Primavera	LS	(\$4,678.00)	1.00	(\$4,678.00)	0.00	\$0.00	(\$4,678.00)
1.3	CE#004 – Tagging Scheme Update, Radio Frequency, Control Network Architecture, and Mixer Control Panel (DC#001)	LS	\$12,077.89	1.00	\$12,077.89	0.00	\$0.00	\$12,077.89
1.4	CE#008 – SRWA Room and Electrical Updates (DC#005)	LS	\$5,825.00	1.00	\$5,825.00	0.00	\$0.00	\$5,825.00
1.5	CE#025 – Pole Light Manufacturer Update (DC#017)	LS	\$10,772.00	1.00	\$10,772.00	0.00	\$0.00	\$10,772.00
2.1	Assignment of procurement agreement for pumps, electrical motors, and VFDs with Patterson Pump Company, Inc. per Article 23 of Section 00200 and Section 01640 of the Specifications	LS	\$708,037.25	1.00	\$708,037.25	0.00	\$0.00	\$708,037.25
2.2	Settlement for markup on assignment of Patterson Pump Company, Inc. pumps, electrical motors, and VFD procurement agreement	LS	\$25,000.00	1.00	\$25,000.00	0.00	\$0.00	\$25,000.00

3.1	CE#032 - PLC Changes	LS	\$1,041.86	1.00	\$1,041.86	0.00	\$0.00	\$1,041.86
3.2	CE#045 - Unmarked Concrete Encountered	LS	\$82,139.60	1.00	\$82,139.60	0.00	\$0.00	\$82,139.60
3.3	CE#050 - DRB Allowance Increase	LS	\$33,000.00	1.00	\$33,000.00	0.00	\$0.00	\$33,000.00
3.4	CE#051 - Surge Tank Control Panel Changes	LS	\$2,236.52	1.00	\$2,236.52	0.00	\$0.00	\$2,236.52
3.5	CE#018 - Additional Potholing	LS	\$10,552.59	1.00	\$10,552.59	0.00	\$0.00	\$10,552.59
4.1	CE#028 - Block Color Change (MCI PCO#029)	LS	\$3,364.00	1.00	\$3,364.00	0.00	\$0.00	\$3,364.00
4.2	CE#010 - Door Controller Update (DC#007 / MCI PCO#010)	LS	(\$8,948.31)	1.00	(\$8,948.31)	0.00	\$0.00	(\$8,948.31)
4.3	CE#011 - Deletion of Below Ground Pipe Supports (MCI PCO#011)	LS	(\$3,337.30)	1.00	(\$3,337.30)	0.00	\$0.00	(\$3,337.30)
4.4	CE#016 - Removal of Altitude Valve LCP (DC#011 / MCI PCO#016)	LS	(\$8,403.21)	1.00	(\$8,403.21)	0.00	\$0.00	(\$8,403.21)
4.5	CE#045.1 - Corrected Labor Rates for CE#45 (MCI PCO#051R1)	LS	\$3,897.05	1.00	\$3,897.05	0.00	\$0.00	\$3,897.05
4.6	CE#023 - SDMH 09 Grade Revisions (MCI PCO#024R3)	LS	\$15,735.66	1.00	\$15,735.66	0.00	\$0.00	\$15,735.66
4.7	CE#041 - Concrete Duct Bank Conflict with Spread Footing	LS	\$7,137.46	1.00	\$7,137.46	0.00	\$0.00	\$7,137.46
5.1	CE#020 - Video Inspection of Two TID Irrigation Pipes (MCI PCO#023.1)	LS	\$30,626.13	1.00	\$30,626.13	0.00	\$0.00	\$30,626.13
5.2	CE#021 - Tank Overflow Modification (DC#015 / MCI PCO#020)	LS	\$9,809.96	1.00	\$9,809.96	0.00	\$0.00	\$9,809.96
5.3	CE#029 - Rock Surfacing of the Terminal Tank Site Perimeter Maint. Access Road (MCI PCO#033)	LS	\$83,393.29	1.00	\$83,393.29	0.00	\$0.00	\$83,393.29
5.4	CE#046 - Converting Blow-Off to Hydrant at Terminal Tank Site (DC#028 / MCI PCO#052)	LS	\$30,823.93	1.00	\$30,823.93	0.00	\$0.00	\$30,823.93
5.5	CE#059 - Removal and Replacement of Dead Redwood Trees (MCI PCO#067)	LS	\$6,791.59	1.00	\$6,791.59	0.00	\$0.00	\$6,791.59
5.6	CE#068 - Sensing Line Rerouting (MCI PCO#025)	LS	\$16,577.75	1.00	\$16,577.75	0.00	\$0.00	\$16,577.75
5.7	CE#075 - Paint Pump Station Fascia, Soffit and Eaves (MCI PCO#080)	LS	\$9,192.75	1.00	\$9,192.75	0.00	\$0.00	\$9,192.75
6.1	CE#033 - Potholing Exist CMU Wall Footings At Sebastian Well Site (MCI PCO#038)	LS	\$769.14	1.00	\$769.14	0.00	\$0.00	\$769.14
6.2	CE#034 - Shifting Sebastian PRV-3 Vault (MCI PCO#039)	LS	\$19,041.15	1.00	\$19,041.15	0.00	\$0.00	\$19,041.15
6.3	CE#043 - Romtec Restroom - Updated Electrical Requirements (MCI PCO#048 / DC#021)	LS	\$600.86	1.00	\$600.86	0.00	\$0.00	\$600.86
6.4	CE#052 - Modifications to Ductbanks At Handholes (MCI PCO#061)	LS	\$5,673.60	1.00	\$5,673.60	0.00	\$0.00	\$5,673.60
6.5	CE#061 - PRV 2 Site Concrete & Grading Updates (MCI PCO#070 / DC#023)	LS	\$19,830.12	1.00	\$19,830.12	0.00	\$0.00	\$19,830.12
6.6	CE#063 - Broken Service Saddle (MCI PCO#071)	LS	\$5,084.96	1.00	\$5,084.96	0.00	\$0.00	\$5,084.96
6.7	CE#064 - Concrete Removal at Existing MH Collar (MCI PCO#073)	LS	\$262.41	1.00	\$262.41	0.00	\$0.00	\$262.41
6.8	CE#080 - Potholing to Relocate CAV (MCI PCO#087)	LS	\$5,074.88	1.00	\$5,074.88	0.00	\$0.00	\$5,074.88
6.9	CE#081 - TID Direct Bury Cable at Sebastian (MCI PCO#088)	LS	\$3,473.32	1.00	\$3,473.32	0.00	\$0.00	\$3,473.32
6.10	CE#085 - Painting of Romtec Restroom Fascia, Eaves and Beams (MCI PCO#092)	LS	\$4,147.50	1.00	\$4,147.50	0.00	\$0.00	\$4,147.50
6.11	CE#087 - Vortex Breaker Requirements (MCI PCO#096 / DC#031)	LS	\$2,278.50	1.00	\$2,278.50	0.00	\$0.00	\$2,278.50

6.12	CE#088 – Additional Days Due to Weather Delays (no cost change)	LS	\$0.00	1.00	\$0.00	0.00	\$0.00	\$0.00
6.13	CE#090 – Partnering Allowance Increase	LS	\$29,200.00	1.00	\$29,200.00	0.00	\$0.00	\$29,200.00
7.1	CE#031.2 – 4 Inch Irrigation at PRV-2 (MCI PCO#035.2)	LS	\$3,661.79	1.00	\$3,661.79	0.00	\$0.00	\$3,661.79
7.2	CE#035 – TID Electrical at Pump Station - Relocation of Generator and AC Units (DC#019 / MCI PCO#040)	LS	\$13,715.47	1.00	\$13,715.47	0.00	\$0.00	\$13,715.47
7.3	CE#037 – Pump Station Footing Re-Work (MCI PCO#043)	LS	\$13,129.76	1.00	\$13,129.76	0.00	\$0.00	\$13,129.76
7.4	CE#044 – Shared SRWA Mast (DC#020 / MCI PCO#049R1)	LS	(\$5,770.64)	1.00	(\$5,770.64)	0.00	\$0.00	(\$5,770.64)
7.5	CE#055 – ADA Ramps (MCI PCO#069)	LS	\$51,603.72	1.00	\$51,603.72	0.00	\$0.00	\$51,603.72
7.6	CE#058 – Crane Rail Bearing Plate, per RFI 135 (MCI PCO #065)	LS	\$4,883.08	1.00	\$4,883.08	0.00	\$0.00	\$4,883.08
7.7	CE#069 – Removal of Saturated Soil for Formwork at Sidewalk, Gutter & Curb (MCI PCO#075)	LS	\$14,420.93	1.00	\$14,420.93	0.00	\$0.00	\$14,420.93
7.8	CE#079 – Modifications to PS Pipe Supports and at PRV Strainers (MCI PCO#085)	LS	\$12,480.79	1.00	\$12,480.79	0.00	\$0.00	\$12,480.79
7.9	CE #092 – PRV-1 Site Concrete Modifications	LS	\$8,478.75	1.00	\$8,478.75	0.00	\$0.00	\$8,478.75
7.10	CE#095.1 – Change Concrete Driveway Approach for Well 24 Entrance (MCI PCO#102)	LS	\$2,712.15	1.00	\$2,712.15	0.00	\$0.00	\$2,712.15
8.1	CE#047 – Irrigation Canal Abandonment and Removal (DC#022) (MCI PCO#054)	LS	\$10,425.86	1.00	\$10,425.86	0.00	\$0.00	\$10,425.86
8.2	CE#062 – Security Controller Change (DC#030) (MCI PCO#072R2)	LS	\$21,025.83	1.00	\$21,025.83	0.00	\$0.00	\$21,025.83
8.3	CE#073 – Pressure Transmitter Inlet Modifications (DC#027) (MCI PCO#081)	LS	\$7,366.16	1.00	\$7,366.16	0.00	\$0.00	\$7,366.16
8.4	CE#093 – Saturated Soil Inside Well 24 From Neighbor's Broken Irrigation Line (MCI PCO#102)	LS	\$3,041.11	1.00	\$3,041.11	0.00	\$0.00	\$3,041.11
8.5	CE#097 – PRV 2 Additional Irrigation T&M Work (MCI PCO#105)	LS	\$4,701.30	1.00	\$4,701.30	0.00	\$0.00	\$4,701.30
8.6	CE#098 – PRV 1 Additional Irrigation T&M Work (MCI PCO#106)	LS	\$12,015.73	1.00	\$12,015.73	0.00	\$0.00	\$12,015.73
8.7	CE#102 – Procurement and Assembly of 3 & 8-inch CARV Enclosure Extensions (MCI PCO#110)	LS	\$2,743.65	1.00	\$2,743.65	0.00	\$0.00	\$2,743.65
8.8	CE#104 – Credit for Removal of Duct Detectors (MCI PCO#112)	LS	(\$275.15)	1.00	(\$275.15)	0.00	\$0.00	(\$275.15)
8.9	CE#105 – Added Smoke Detectors (MCI PCO#113)	LS	\$10,888.24	1.00	\$10,888.24	0.00	\$0.00	\$10,888.24
8.10	CE#113 – Tree Substitution for Tank Site Landscaping (MCI PCO#122)	LS	(\$3,031.09)	1.00	(\$3,031.09)	0.00	\$0.00	(\$3,031.09)
9.1	CE#019 – Pipeline Realignment Per Pothole Information (DC#014) (MCI PCO#015)	LS	\$60,552.50	1.00	\$60,552.50	0.00	\$0.00	\$60,552.50
9.2	CE#036 – Delay Due to Bird's Nest at Tank (MCI PCO#042R1)	LS	\$6,952.58	1.00	\$6,952.58	0.00	\$0.00	\$6,952.58
9.3	CE#066 – AC Paving Design Change for N. Quincy Rd Within City Limits (DC#024) (MCI PCO#074)	LS	\$39,543.21	1.00	\$39,543.21	0.00	\$0.00	\$39,543.21
9.4	CE#074 – Pressure Transmitter Mechanical Configuration (DC#029) (MCI PCO#082R1)	LS	\$7,145.04	1.00	\$7,145.04	0.00	\$0.00	\$7,145.04
9.5	CE#083 – Conflicts With Hot Tap and Sebastian/Quincy Tie-In to Existing Waterline (MCI PCO#091)	LS	\$17,298.69	1.00	\$17,298.69	0.00	\$0.00	\$17,298.69
9.6	CE#089 – Additional Site Access Requirements Needed by Fire Dept. and TID (MCI PCO#097)	LS	\$4,820.19	1.00	\$4,820.19	0.00	\$0.00	\$4,820.19

9.7	CE#096 – CARV Enclosure Risers (MCI PCO#104)	LS	\$1,829.88	1.00	\$1,829.88	0.00	\$0.00	\$1,829.88
9.8	CE#100 – Future Pump Conduits - Credit (MCI PCO#108)	LS	(\$1,089.29)	1.00	(\$1,089.29)	0.00	\$0.00	(\$1,089.29)
9.9	CE#106 – Air Compressor Panel (MCI PCO#114)	LS	\$4,483.82	1.00	\$4,483.82	0.00	\$0.00	\$4,483.82
9.10	CE#108 – Neutral Requirements for Generator, Temp Eng, MCC & VFD's (MCI PCO#116)	LS	\$10,012.54	1.00	\$10,012.54	0.00	\$0.00	\$10,012.54
9.11	CE#109 – Pipe Support Change at Flowmeter (MCI PCO#118)	LS	\$7,815.17	1.00	\$7,815.17	0.00	\$0.00	\$7,815.17
9.12	CE#112 – SRWA – Turlock Signal Sharing (DC#033) (MCI PCO#121)	LS	\$5,233.68	1.00	\$5,233.68	0.00	\$0.00	\$5,233.68
9.13	CE#123 – Partnering Closeout (MCI PCO#130)	LS	\$7,900.00	1.00	\$7,900.00	0.00	\$0.00	\$7,900.00
9.14	CE#118 – Non-compensable Time Extension for Delays	LS	\$0.00	1.00	\$0.00	0.00	\$0.00	\$0.00
10.1	CE#071 – CARV Change in County ROW (MCI PCO#095)	LS	\$33,432.10	1.00	\$33,432.10	0.00	\$0.00	\$33,432.10
10.2	CE#122 – CARV Relocation at 2400 Sebastian (MCI PCO#127)	LS	\$39,540.74	1.00	\$39,540.74	0.00	\$0.00	\$39,540.74
10.3	CE#124 – Additional Paving (MCI PCO#133)	LS	\$75,459.76	1.00	\$75,459.76	0.00	\$0.00	\$75,459.76
11.1	CE#094 – Credit for use of Patterson Pumps During Startup (MCI PCO#129)	LS	(\$19,963.47)	1.00	(\$19,963.47)	0.00	\$0.00	(\$19,963.47)
11.2	CE#099 – Gas Line Conflict at Monte Vista Tie-In (MCI PCO#107)	LS	\$63,649.88	1.00	\$63,649.88	0.00	\$0.00	\$63,649.88
11.3	CE#115 – Phase 2 Commissioning (DC#034) (MCI PCO#124)	LS	\$11,781.72	1.00	\$11,781.72	0.00	\$0.00	\$11,781.72
11.4	CE#119 – Changes to Projected Water Orders From SRWA in 2024 (MCI PCO#131)	LS	\$17,210.64	1.00	\$17,210.64	0.00	\$0.00	\$17,210.64
11.5	CE#125 – Remaining Patterson Pumps Co. Costs	LS	\$6,247.40	1.00	\$6,247.40	0.00	\$0.00	\$6,247.40
11.6	CE#126 – Bridge Crane Conduits & TID Power Costs	LS	\$40,000.00	1.00	\$40,000.00	0.00	\$0.00	\$40,000.00
11.7	CE#127 – Non-compensable Time Extension	LS	\$0.00	1.00	\$0.00	0.00	\$0.00	\$0.00
	SUB-TOTAL CHANGE ORDER ITEMS =				\$1,789,461.48		\$0.00	\$1,789,461.48
	TOTAL PROJECT =				\$33,542,178.86		\$31,894,398.00	\$1,647,780.86



City Council Staff Report

8/27/2024

From: Christopher Fisher, Municipal Services Director
 Prepared by: Stephen Fremming, Principal Civil Engineer
 Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Reaffirming the determination made by the City Manager in response to the emergency created by the inoperative computer room air conditioning units at the Public Safety Facility and finding that the emergency will not permit a delay resulting from a competitive solicitation for bids pursuant to Public Contract Code 22050(c)(2)

Resolution: Appropriating \$325,377 to Fund 118 "Measure A - General" account number 118-20-205.51413 "HVAC" from Fund 118 unallocated reserves and authorizing a contingency amount of \$15,000 (5.01%) for Contract 2025-019 with Champion Industrial Contractors, Inc. for costs associated with City Project No. 24-035 "Server Room AC Unit Replacement at the Public Safety Facility"

2. DISCUSSION OF ISSUE:

Reaffirming the Determination made by the City Manager

Two (2) computer room air conditioning (CRAC) units located inside a server room at the Public Safety Facility provide cooling and humidity control for sensitive computer and server equipment. The IT Department roughly estimates that the units preserve \$3 to \$4 million worth of temperature and humidity-sensitive equipment related to IT, dispatch, 911, radio, and battery equipment. One (1) CRAC unit is no longer operational and cannot be replaced as parts are not available due to the equipment manufacturer going out of business. Over some days in the week of July 8th, one of the units was stripped of parts to keep the other unit temporarily operational. However, there is a high probability of failure of this unit. There is significant concern that damage will occur to the sensitive computer equipment as a result of high heat and humidity if this unit goes down.

On July 15, 2024, the City Manager declared, under the authority delegated to the City Manager by City of Turlock Resolution No. 2010-028 (Attachment B), replacement of the units an emergency (Attachment A) and ordered replacement of the affected facilities as authorized by Section 22050 of the Public Contract Code. The replacement will occur under City Project No. 24-035 and any other necessary actions as detailed in the Declaration of Emergency.

On July 23, 2024, the City Manager executed a contract with Champion Industrial Contractors, Inc. (Champion) in the amount of \$299,377 for the construction of City Project No. 24-035 "Server Room AC Unit Replacement at the Public Safety Facility". Champion has been given Notice to Proceed with project deliverables. City staff had anticipated that the new CRAC units would be installed in the first quarter of 2025 due to prior schedule projections provided by Champion due to an extensive lead time for fabrication and delivery

of the equipment. City staff received an update from Champion in early August 2024 that the equipment is now expected to arrive by mid-October 2024.

Pursuant to Public Contract Code § 22050(c)(2), City Council must review the emergency action at every regularly scheduled meeting to determine by a four-fifths vote that there is a need to continue the action. Pursuant to Public Contract Code § 22050(c)(3), City Council shall terminate the action at the earliest possible date that conditions warrant.

Appropriation of Funding

In previous staff reports on this subject, it was stated that the expenses (detailed in Section 5) and proposed funding sources for this project would be evaluated and brought before Council at a future meeting. Staff now recommend allocating reserves available in Fund 118 “Measure A” to fund this project.

Authorizing the Contingency Amount

Pursuant to Resolution 2023-070, “A contract change order contingency amount shall be recommended by City staff to the City Council.” Staff recommend a contingency amount of \$15,000 (5.01% of the construction contract total), which is expected to cover any necessary change orders associated with the project.

3. BASIS OF RECOMMENDATION:

- A. Pursuant to Public Contract Code § 22050(c), the Council must review the emergency action at every regularly scheduled meeting until the action is terminated.
- B. Funding this project with Fund 118 “Measure A” is consistent with City Council’s goal of using Measure A to support Public Safety operations, which, in this case, include IT, dispatch, 911, radio, and battery equipment at the Public Safety Facility.
- C. A contingency amount of \$15,000 is expected to be sufficient to cover any necessary change orders associated with the project.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The total estimated construction costs are displayed below:

Construction Contract	\$299,377
Construction Contingency	\$15,000
Construction Engineering	\$10,000
Estimated Building Permit Fee	\$1,000
Total Estimated Project Cost in FY 24/25	\$325,377

The designated project account number for FY 24/25 for this project is Fund 118 “Measure A” account number 118-20-205.51413 “HVAC”.

As this project is an unplanned expense, there are insufficient funds in the designated project account number to fund the project in Fiscal Year 2024-25. Staff recommends an appropriation of \$325,377 to Fund 118 “HVAC” account number 118-20-205.51413 “HVAC”

to be funded from Fund 118 "Measure A" unallocated reserves.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This project was found to be exempt from CEQA per Section 15302 (Replacement or Reconstruction) of the California Environmental Quality Act (CEQA) Guidelines on July 23, 2024, as this section of the guidelines exempts projects that involve replacement of existing facilities where located at the same site and having substantially the same purpose as the replaced facility. No additional environmental determination is required.

8. ALTERNATIVES:

- A. City Council could choose not to reaffirm the emergency declaration. This alternative is not recommended because of the significant potential negative impact to public safety if this equipment is inoperative.
- B. City Council could choose a different funding source for covering expenses associated with the construction of this project. This alternative is not recommended because the use of Measure A for this project is consistent with City Council's goal of using Measure A dollars to support Public Safety operations.
- C. Council could approve a contract change order contingency amount different from that recommended by staff in the amount of \$15,000. Staff does not recommend this alternative because amount is expected to be sufficient to cover any necessary change orders.
- D. Provide staff with direction on how to proceed.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. Emergency Declaration
- 3. Resolution 2010-028
- 4. Contract 2025-019

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

RESOLUTION NO. 2024-

IN THE MATTER OF APPROPRIATING }
 \$325,377 TO FUND 118 “MEASURE A - }
 GENERAL” ACCOUNT NUMBER 118-20- }
 205.51413 “HVAC” FROM FUND 118 }
 UNALLOCATED RESERVES AND }
 AUTHORIZING A CONTINGENCY AMOUNT }
 OF \$15,000 (5.01%) FOR CONTRACT 2025- }
 019 WITH CHAMPION INDUSTRIAL }
 CONTRACTORS, INC. FOR COSTS }
 ASSOCIATED WITH CITY PROJECT NO. 24- }
 01935 “SERVER ROOM AC UNIT }
 REPLACEMENT AT THE PUBLIC SAFETY }
 FACILITY” }

WHEREAS, the City of Turlock’s Public Safety Facility contains, within its server room, \$3 to \$4 million worth of temperature and humidity-sensitive equipment related to IT, dispatch, 911, radio, and battery equipment; and

WHEREAS, the climate of the computer room is controlled by two (2) computer room air conditioning (CRAC) units, one (1) of which is inoperable and irreplaceable and one (1) of which is operating only because of parts taken from the inoperable unit; and

WHEREAS, on July 15, 2024, the City Manager declared, under the authority delegated to the City Manager by City of Turlock Resolution No. 2010-028, replacement of the units an emergency and ordered replacement of the affected facilities as authorized by Section 22050 of the Public Contract Code; and

WHEREAS, on July 23, 2024, the City Manager executed a contract with Champion Industrial Contractors, Inc. for the construction of City Project No. 24-035 “Server Room AC Unit Replacement at the Public Safety Facility”; and

WHEREAS, it is necessary to designate a funding source for this project and the use of Measure A funding is consistent with City Council’s goal of using Measure A to support Public Safety operations; and

WHEREAS, it is necessary to designate a contingency amount that can be used to cover any necessary change orders associated with the project; and

WHEREAS, this project was found to be exempt from CEQA per Section 15302 (Replacement or Reconstruction) of the California Environmental Quality Act (CEQA) Guidelines on July 23, 2024, as this section of the guidelines exempts projects that involve replacement of existing facilities where located at the same site and having substantially the same purpose as the replaced facility.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$325,377 to Fund 118 “Measure A - General” account number

118-20-205.51413 "HVAC" from Fund 118 unallocated reserves and authorize a contingency amount of \$15,000 (5.01%) for Contract 2025-019 with Champion Industrial Contractors, Inc. for costs associated with City Project No. 24-035 "Server Room AC Unit Replacement at the Public Safety Facility".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of August, 2024, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California



REAGAN M. WILSON
CITY MANAGER

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 |

DECLARATION OF EMERGENCY

REPLACEMENT OF COMPUTER ROOM AIR CONDITIONING (CRAC) UNITS IN THE SERVER ROOM AT THE PUBLIC SAFETY FACILITY

Two (2) computer room air conditioning (CRAC) units located inside the Public Safety Facility provide cooling and humidity control for sensitive computer and server equipment. The IT Department roughly estimates that the room contains at least \$1 million worth of assets on the IT side and likely another \$2 million to \$3 million worth of assets for dispatch, 911, radio, and battery equipment. Each CRAC unit is equipped with two compressors. Three of the four compressors are no longer operational and cannot be replaced as parts are not available due to the equipment manufacturer going out of business. Last week, one of the units was stripped of parts to keep the other unit temporarily operational. However, there is a high probability of failure of this unit. There is significant concern that damage will occur to the sensitive computer equipment as a result of high heat and humidity if this unit goes down.

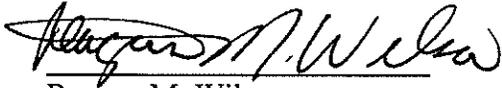
By way of further explanation, CRAC units provide both cooling and humidity control. Elevated temperature and lack of humidity control of electronic components have both short-term and long-term effects. Acute heat exposure effects can range from shut down up to component failure. Additionally, heat exposure to electronics have been demonstrated to be cumulative and can significantly shorten the overall life. The conditioned space is representative of the amount of heat that can be absorbed by the space and rejected, not the actual temperature of the components. Small increases in room temperature can lead to significant increases at the component level. The one (1) operating damaged unit is minimally sufficient and two (2) temporary cooling units are available as back-ups. However, the temporary units do not have the ability to control humidity. Operating with temporary units that do not have humidity control is precarious. If a temporary unit removes too much humidity, there is risk of discharging static electricity causing shorts within the components. Higher humidity will lead to corrosion of components. Corrosion is most commonly found at termination and connection points, often causing intermittent functionality problems that are difficult to find and correct.

Use of the emergency provisions under Section 22050 of the Public Contract Code will accelerate replacement of the CRAC units by approximately 80 (eighty) business days which significantly reduces the risk of having to rely upon the back-up units if the functioning CRAC unit becomes disabled.

In accordance with 22050 of the Public Contract Code and by the authority delegated to me by City of Turlock Resolution No. 2010-028, I, Reagan M. Wilson, as City Manager of the City of Turlock, hereby declare an emergency and: (1) order immediate replacement of the CRAC units described

above; and (2) instruct City staff to take any directly related and immediate action required by the emergency including, without limitation, procuring the necessary equipment, services, and supplies for these emergency purposes without giving notice for bids to let contracts.

Approved By:

A handwritten signature in black ink, appearing to read "Reagan M. Wilson", written over a horizontal line.

Reagan M. Wilson
City Manager

Date:

7/15/2024

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DELEGATING AUTHORITY	}	RESOLUTION NO. 2010-028
TO THE CITY MANAGER TO DECLARE AN	}	
EMERGENCY AND ORDER REPAIR OF OR	}	
REPLACEMENT OF PUBLIC FACILITIES,	}	
TAKE ANY DIRECTLY RELATED AND	}	
IMMEDIATE ACTION REQUIRED BY THAT	}	
EMERGENCY, AND PROCURE THE	}	
NECESSARY EQUIPMENT, SERVICES, AND	}	
SUPPLIES FOR THOSE PURPOSES, WITHOUT	}	
GIVING NOTICE FOR BIDS TO LET	}	
CONTRACTS PURSUANT SECTION 22050(a)(1)	}	
AND 22050(b)(1) OF THE PUBLIC CONTRACT	}	
CODE	}	

WHEREAS, there are times when sudden, unexpected occurrences pose a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services (hereinafter "emergency"); and

WHEREAS, during an emergency, time is of the essence and correcting these failures by formal bid processes is not feasible; and

WHEREAS, Section 22050(a)(1) of the Public Contract Code provides in the case of an emergency, a public agency pursuant to a 4/5ths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

WHEREAS, Section 22050 (b) (1) of the Public Contract Code provides that the governing body by a 4/5ths vote may delegate by resolution to the City Manager the authority to order any action pursuant to 22050(a)(1).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby, pursuant to section 22050(b)(1) of the Public Contract Code, delegate to the City Manager the authority to determine when an emergency exist and may repair or replace a public facility, take any directly related and immediate action required by the emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts, pursuant to Public Contract Code section 22050(a)(1).

Pursuant to section 22050(b)(3) of the Public Contract Code, if the City Manager orders any action specified in the preceding paragraph, s/he shall report to the City Council

at its next meeting the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

The City Council shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by 4/5ths vote, that there is a need to continue the action, unless the City Manager has terminated that action prior to the City Council reviewing the emergency action and making a determination

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of January 2010, by the following vote:

AYES:	Councilmembers Bublak, Howze, Jackson, Spycher and Mayor Lazar
NOES:	None
ABSTAIN:	None
NOT PARTICIPATING:	None
ABSENT:	None

ATTEST:

Rhonda Greenlee
Rhonda Greenlee, MMC
City Clerk, City of Turlock, County
of Stanislaus, State of California



AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 24-035

Server Room AC Unit Replacement at the Public Safety Facility

THIS PUBLIC IMPROVEMENT AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Champion Industrial Contractor Inc., a California corporation (“Contractor”), on this 23rd day of July 2024 (the “Effective Date”). City and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

- A. City seeks a duly qualified and licensed firm experienced in the construction of Server Room AC Unit Replacement at the Public Safety Facility (the “Project”).
- B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.
- C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”).
- D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.
- E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 22050 et seq., as authorized by the City Manager and declaration of emergency dated July 15th, 2024.

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

AGREEMENT

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

- i. Notice to Bidders;
- ii. Contractor's Bid or Proposal accepted by City;
- iii. General Conditions, Supplementary Conditions, and Special Provisions of the City of Turlock for Server Room AC Unit Replacement at the Public Safety Facility ;
- iv. All bonds and insurance required by the Contract Documents;
- v. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vi. The current edition of the City of Turlock Standard Specifications and Drawings.

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

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

3. Scope of Work.

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

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

and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

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

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

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

4. Contract Price. City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed **Two Hundred Ninety-Nine Thousand Three Hundred Seventy-Seven Dollars (\$299,377.00)** (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

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

5. Time for Performance. The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially complete within ten (10) working days beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued. Final Completion, including all punch list items, shall be attained on or before the expiration of **twenty (20)** working days (the "Completion Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

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

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

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

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

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor’s financial inability to perform, Contractor’s failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor’s performance of the Services is delayed by an excusable delay, the Completion Date shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

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

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

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

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

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

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

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

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

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

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Completion Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Two Thousand Three Hundred and no/100ths Dollars (\$2,300.00)** for each calendar day beyond the due date for Substantial Completion. After Substantial Completion has been attained, the City may deduct Four Hundred and no/100ths Dollars (\$400.00) for each calendar day beyond the date herein provided for Final Completion. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Completion Date. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Completion Date shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date.

6. Termination.

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

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

7. **Liability for Breach:** Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless

of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

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

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

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

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

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

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

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

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

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

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

10. Permits and Care of Work: Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions.

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

11. Public Works and Payment of Prevailing Wage:

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

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

17. Indemnification:

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

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

18. Contractor's Insurance: Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to

maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) *General Liability Insurance.* Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. Contractor's general liability policies shall be primary and not seek contribution from City's coverages and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required. The policy shall contain, or be endorsed to contain, the following provisions:

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

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) *Auto Insurance.* Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000.00) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

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

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

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

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

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

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

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

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

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

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

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

All Work Product of Contractor under the Contract, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specific in Exhibit A.

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

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

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

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

21. Independent Contractor: At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required under the Contract. Contractor shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership

relationship between City and Contractor. City shall have the right to control Contractor only insofar as the result of Contractor's Services rendered pursuant to the Contract; however, City shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to City: **City of Turlock
Attn: City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5461**

With courtesy copies to: **Petrulakis Law & Advocacy, APC
Attn: George A. Petrulakis, City Attorney
P.O. Box 92
Modesto, CA 95353**

If to Contractor: **Champion Industrial Contractor Inc.
PO Box 4399
Modesto CA 95352**

If to Contractor's Sureties: _____

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

Charlotte Calvario
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5461
Telephone: (209) 668-6029
E-mail: ccalvario@turlock.ca.us

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

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

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

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

31. Confidentiality: Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

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

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

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

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

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

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

38. Counterparts: This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

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

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

41. Attorney’s Fees and Costs: Except as expressly provided for in Section 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable attorney’s fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

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

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

IN WITNESS WHEREOF, two identical counterparts of this agreement, consisting of a total of 36 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CHAMPION INDUSTRIAL CONTRACTORS, INC, a California corporation

By: [Signature]

W. Eli Champion
Print Name

Address: 1420 Coldwell Ave.
Modesto, CA 95350

Phone: (209) 524-6601

Date: 7/23/24

Federal Tax ID or Social Security No:
94-1409207

DIR Registration Number:
1000000287

Affix Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: [Signature]
Reagan M. Wilson, City Manager

Date: 7/23/24

APPROVED AS TO SUFFICIENCY:

By: [Signature]
William D. Morris, RCE, PLS, City Engineer

By: [Signature]
Christopher Fisher,
Municipal Services Director

APPROVED AS TO FORM:

By: [Signature]
George A. Petrulakis, City Attorney

ATTEST:

By: [Signature]
Julie Christel, City Clerk



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

PROPOSAL

Project No. 24-019

Server Room AC Unit Replacement at the Public Safety Facility

City of Turlock, California

DATED: June 7, 2024

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

NAME OF BIDDER: Champion Industrial Contractors

BUSINESS ADDRESS: 1420 Coldwell Ave. Modesto, CA. 95350

PLACE OF RESIDENCE: Modesto, California

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

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

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

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

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

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

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

BIDDER'S FORM
 Server Room AC Unit Replacement at the Public
PROJECT TITLE: Safety Facility

PROJECT NUMBER: 24-019

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$ 29,937.70	\$ 29,937.70
2	Server Room AC Unit - Removal	LS	1	\$ 89,813.10	\$ 89,813.10
2	Server Room AC Unit - Installation	LS	1	\$ 179,626.20	\$ 179,626.20
Subtotal					\$ 299,377.00

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

ADDENDA

No. <u>N/A</u>	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____

TOTAL BID WRITTEN IN FIGURES: \$, , .

TOTAL BID WRITTEN IN WORDS: Two hundred and ninety-nine thousand three hundred and seventy-seven dollars 00/100

CONTRACTOR: Champion Industrial Contractors

COMPANY'S NAME: Champion Industrial Contractors

BY: John Walter

ADDRESS: 1420 Coldwell Ave
(Number) (Street)
Modesto CA 95350
(City) (State) (ZIP)

CONTRACTOR'S PHONE #: 209-524-6601

CONTRACTOR'S EMAIL: dalfaro@championindustrial.com / jwalter@championindustrial.com

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

BC2,C4,C10,C16,C20,C23,C36,C38,C42,C43,C51,C

Champion Industrial Contractors, Contractor's License # 174777, Class____
(Company's Name)

Expires 06/30/2026, DIR #: 1000000287

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

X  June 7, 2024
(Bidder's Signature) (Date)

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

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

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

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

Licensed in accordance with an act providing for the registration of Contractors,
License No. 174777 Expiration Date 09/30/2024

DATED: June 7, 2024

Address: 1420 Coldwell Ave Modesto, CA. 95350

Phone: 209-524-6601

Email: dalfaro@championindustrial.com / jwalter@championindustrial.com

X 
Signature of Bidder

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

EXHIBIT B
PAYMENT BY FORCE ACCOUNT

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

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

1. Employer payment to the worker for:
 - 1.1 Basic hourly wage
 - 1.2 Health and welfare
 - 1.3 Pension
 - 1.4 Vacation
 - 1.5 Training
 - 1.6 Other State and federal recognized fringe benefit payments

2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1 Workers' compensation insurance
 - 2.2 Social security
 - 2.3 Medicare
 - 2.4 Federal unemployment insurance
 - 2.5 State unemployment insurance
 - 2.6 State training taxes

3. Subsistence and travel allowances paid to the workers

4. Employer payment to supervisors, if authorized

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

- (a) Home office overhead
- (b) Field office overhead

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

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

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

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

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

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

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

The City Engineer determines rental costs:

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

Equipment rental rates include the cost of:

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

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

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

1. Contractor submits a request to use rented equipment
2. Equipment is not available from Contractor's normal sources or from one of Contractor's subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable

5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

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

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

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00

2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

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

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

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

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

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

EXHIBIT C
WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

Signed: 

Date: 7/23/24

W. Eli Champion
(Typed or Printed Name)

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

1420 Coldwell Ave.

Modesto, CA 95350

Business Phone: (209) 524-6601

CONTRACT CHANGE DIRECTIVE

CF-1000 (REV 01/2023)

CHANGE REQUESTED BY: ENGINEER CONTRACTOR

CCD NUMBER	DATE	CONTRACT NUMBER	LOCATION
1	07/30/2024	CP 24-035	N/A

TO Champion Industrial

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **Note: A change order will not be effective until approved by the Turlock City Council.**

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

Per the agreement for CP 24-035, substantial completion must be attained before the expiration of ten (10) working days, and final completion before twenty (20) working days. City staff recognizes that this is not achievable due to the lead time for equipment and not due to Champion Industrial's workmanship.

City staff intends to only count working days when there is possible work to be done. We will not be counting working days during the time Champion is unable to work due to the equipment lead time.

Best,

Charlotte Calvario

EXHIBIT D
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to Champion Industrial Contractors, Inc., hereinafter designated as the "Principal," a contract for **Project No. 24-019, "Server Room AC Unit Replacement at the Public Safety Facility"**; and, 24-035

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

NOW, THEREFORE, we the Principal, ^{Champion Industrial Contractors, Inc.*} and Berkshire Hathaway Specialty Insurance Company as Surety, are held and firmly bound unto the City of Turlock in the penal sum of Two Hundred Ninety Nine Thousand Three Hundred Seventy Seven and 00/100 Dollars (\$ 299,377.00), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

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

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

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

[Signatures on Following Page]

25th DEC

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this 24th day of July, 2021, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal Champion Industrial Contractors, Inc.

SEE ATTACHED
NOTARIAL CERTIFICATE

By [Signature]

Title President

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety Berkshire Hathaway Specialty Insurance Company

Address 1314 Douglas Street, Suite 1400, Omaha, NE 68102

Phone No.: (484) 351-4600 Fax No.: () _____

By [Signature]
Attorneys-in-Fact

Title Evelyn A. Benevento, Attorney-In-Fact

(Attach Notarial Acknowledgment)

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

(Seal)

Witness _____

Approved as to form:

Risk Manager



Power Of Attorney
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

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

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

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

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

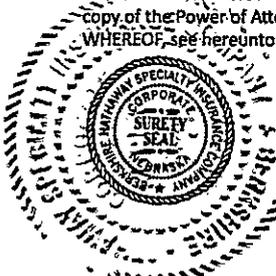
[Notary Seal]



[Signature of John C. Skinner]

Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this July 24, 2024.



[Signature of Ralph Tortorella]

Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-8675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

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

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

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

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

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

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

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

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

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

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

ACKNOWLEDGMENT

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

~~State of California~~
Pennsylvania
County of Lancaster)

On 7/23/2024 before me, Marilyn Lopez Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Marilyn Lopez (Seal)

Commonwealth of Pennsylvania - Notary Seal
Marilyn Lopez, Notary Public
Lancaster County
My commission expires December 23, 2027
Commission number 1295330

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Berkshire Hathaway Specialty Insurance Company

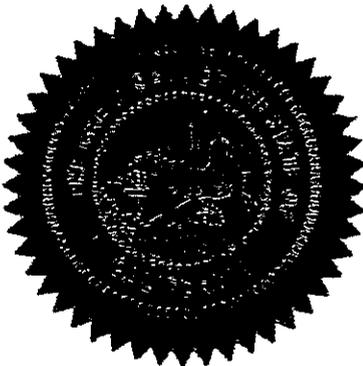
of Nebraska, organized under the laws of Nebraska, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary,
Sprinkler, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

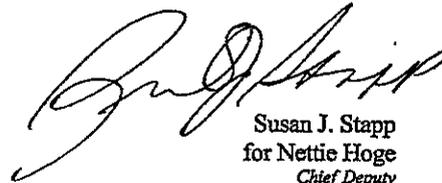
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 4th day of September, 2015, I have hereunto set my hand and caused my official seal to be affixed this 4th day of September, 2015.



Dave Jones
Insurance Commissioner

By


Susan J. Stapp
for Nettie Hoge
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

EXHIBIT E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to Champion Industrial Contractors hereinafter designated as the "Principal", a contract for **Project No. 24-035**; **Server Room AC Unit Replacement at the Public Safety Facility**"; and 24-035

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

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Turlock in the sum of Two Hundred Ninety Nine Thousand Three Hundred Seventy Seven and 00/100 Dollars (\$ 299,377.00), said sum being equal to the estimated amount payable by said City of Turlock under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

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

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

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

[Signatures on Following Page]

ACKNOWLEDGMENT

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

State of California
County of Stanislaus

On 7/25/24 before me, Michelle Moore, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Michelle Moore (Seal)

25th URC

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this 24th day of July, 2021, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

SEE ATTACHED
NOTARIAL CERTIFICATE

Principal Champion Industrial Contractors, Inc.

By [Signature]

Title President

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety Berkshire Hathaway Specialty Insurance Company

Address 1314 Douglas Street, Suite 1400, Omaha, NE 68102

Phone No.: (484) 351-4600 Fax No.: () _____

By [Signature]
Attorneys-in-Fact

Title Evelyn A. Benevento, Attorney-In-Fact

(Attach Notarial Acknowledgment)

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

(Seal)

Witness _____

Approved as to form:

Risk Manager

Power Of Attorney
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

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

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

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,



By: _____
David Fields, Executive Vice President



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



By: _____
David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

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

[Notary Seal]





Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this July 24, 2024.





Ralph Tortorella, Officer

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

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.
CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

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

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NATIONAL INDEMNITY COMPANY (BY-LAWS)

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

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NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

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

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

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ACKNOWLEDGMENT

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~~State of California~~
Pennsylvania
County of Lancaster)

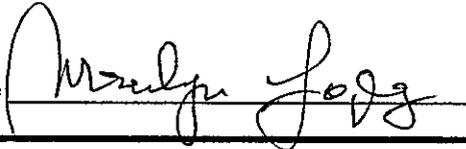
On 7/24/2024 before me, Marilyn Lopez Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)

Commonwealth of Pennsylvania - Notary Seal
Marilyn Lopez, Notary Public
Lancaster County
My commission expires December 23, 2027
Commission number 1295330

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Berkshire Hathaway Specialty Insurance Company

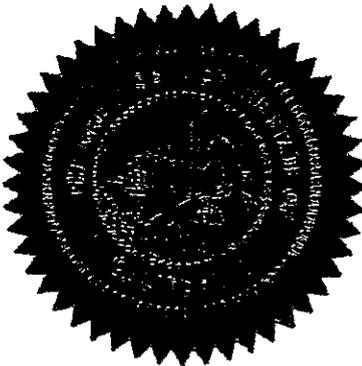
of Nebraska, organized under the laws of Nebraska, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary,
Sprinkler, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

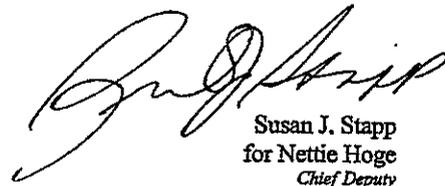
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 4th day of September, 2015, I have hereunto set my hand and caused my official seal to be affixed this 4th day of September, 2015.



Dave Jones
Insurance Commissioner

By


Susan J. Stapp
for Nettie Hoge
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

ACKNOWLEDGMENT

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State of California
County of Stanislaus)

On 7/25/24 before me, Michelle Moore, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Michelle Moore (Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Champion Industrial Contractors, Inc. 1420 Coldwell Avenue Modesto CA 95350 USA	INSURER A: Zurich American Ins Co		16535
	INSURER B: Travelers Property Cas Co of America		25674
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570107314911** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLOS50319611	04/01/2024	04/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 5503197-11	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			CUP2T11287824NF	04/01/2024	04/01/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC550319511	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: City Project No. 24-019 and Project No. 24-035 - Server Room AC Unit Replacement at the Public Safety Facility, City Contract No. 2025-019 1, Contract Price: \$299,377.00. City of Turlock, its elective and appointive boards, officers, officials, agents, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of City of Turlock, its officers, agents, employees, and volunteers, independent contractors and subcontractors in accordance with the policy provisions of the General Liability and workers' Compensation policies. Umbrella Liability policy Follows Form. On-going

CERTIFICATE HOLDER City of Turlock Attn: Gloria Aguilera 156 S. Broadway, Suite 150 Turlock CA 95380 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
---	---

Holder Identifier : JABDFH

Certificate No : 570107314911

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Champion Industrial Contractors, Inc.	
POLICY NUMBER See Certificate Number: 570107314911		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570107314911	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

and Completed Operations is included, subject to the terms, conditions, limitations and exclusions of the General Liability policy. Contractual Liability is included, subject to the terms, conditions, limitations and exclusions of the General Liability policy. The General Liability policy evidenced herein does not specifically exclude Explosion, Collapse, and Underground Hazard coverage.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO550319611

Effective Date: 4/1/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph 1.a. above; or

(2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH[®]

Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO550319611

Effective Date: 4/1/2024

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph B.1. or Paragraph B.2. above.
- C.** Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

Blanket Notification to Others of Cancellation or Non-Renewal



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 5503197-11	Effective Date: 4/1/2024

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,
 unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2024
Insured Champion Industrial
Contractors, Inc.
Insurance Company Zurich American Ins Co

Policy No. WC550319511

Endorsement No.
Premium \$

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 4/1/2024 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. WC550319511 Endorsement No. _____

of the Zurich American Ins Co

(NAME OF INSURANCE COMPANY)

issued to Champion Industrial Contractors, Inc.

Premium (if any) \$ _____

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us.



ZURICH

General Liability Extended Coverages

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO550319611

Effective Date: 4/1/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part.

A. Fellow Employee And Incidental Medical Malpractice Coverage

Paragraph 2.a.(1) of Section II – Who Is An Insured is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) above; or
- (c) Arising out of his or her providing or failing to provide professional health care services, except any "bodily injury" or "personal and advertising injury" arising out of:
- (1) Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services; or
- (2) Emergency cardiopulmonary resuscitation (CPR) or first aid services performed by any other employee of yours who is not a licensed medical professional.

B. Additional Insureds– Lessees Of Premises

1. Section II – Who Is An Insured is amended to include as an additional insured any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law;

- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - c. Ends when the person or organization ceases to lease or rent premises from you.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **B.1.** above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **B.** shall not increase the applicable Limits of Insurance shown in the Declarations.

C. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – Who Is An Insured is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **C.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs (4) or (6) above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- b. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to these vendors under this Paragraph C., the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph C.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph C. shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; vandalism; weight of snow, ice or sleet; leakage from fire extinguishing equipment, including sprinklers; or accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more covered perils to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

E. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

(a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;

(b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and

- (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – **Supplementary Payments – Coverages A and B** is replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee.

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – **Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – **Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

F. Medical Payments – Increased Reporting Period

Paragraph 1.a. of Section I – **Coverage C – Medical Payments** is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

G. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. Broadened Property Damage

1. Elevator Property Damage

- a. The following is added to Exclusion J. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraphs 2., 3. and 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 any one "occurrence".

2. Property Damage To Borrowed Equipment

- a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraphs 2., 3. and 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others at a jobsite is \$25,000 any one "occurrence".

I. Expected or Intended Injury or Damage

Exclusion a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

J. Definition – Bodily Injury

The "bodily injury" definition under the Definitions Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death sustained by a person which results from that bodily injury, sickness or disease.

K. Insured Status – Amateur Athletic Participants

Section II – Who Is An Insured is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

- (1) Your "employee", "volunteer worker" or any person you sponsor; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

L. Aircraft, Auto Or Watercraft

Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused

the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

M. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or
- c. Temporary help service.

N. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

- a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

- (1) Work, services or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

O. Duties In the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – **Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

P. Other Insurance Condition

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, this insurance is also primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
 - (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - i Equipment you borrow from others at a jobsite; or
 - ii Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Q. Unintentional Failure to Disclose All Hazards

Condition 6. Representations of Section IV – Commercial General Liability Conditions is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- i. Fail to disclose all hazards existing at the inception of this policy; or
- ii. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

R. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

Condition 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions is renamed and replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

S. Liberalization Condition

The following condition is added to Section IV – Commercial General Liability Conditions:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.



City Council Staff Report

8/27/2024

From: Christopher Fisher, Municipal Services Director
Prepared by: Janine Lee, Associate Engineer
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving Amendment No. 2 to City Contract 2024-062 with NV5, Inc. in the amount of \$28,107.43, bringing the contract total to \$128,107.43, to be funded by Fund 420 "Water Enterprise," account number 420-52-551.51126 "Water Main/Waterline Replacement" for Materials Testing and Inspection Services for City Project No. 18-67, "Water Main and Sewer Replacement 2023"

2. DISCUSSION OF ISSUE:

On December 5, 2023, the City Manager approved an Agreement with NV5, Inc. (NV5) for materials testing and inspection services for City Project No. 18-67 "Water Main and Sewer Replacement 2023" in an amount not to exceed \$76,633.50. The materials testing and inspection services for the project are required to ensure the contractor's work complies with the City's Quality Assurance Plan. NV5's services are requested by the City's project inspector on an as-needed basis primarily to perform compaction testing of pipe bedding and backfill along the new water and sewer mains. NV5 also provided compaction tests as requested for new curb ramps installed with this project.

The anticipated completion date for the project was April 2024. However, as a result of weather delays, material delivery delays, unexpected conflicts with existing TID and gas lines, and the addition of service lines and pavement areas beyond the original scope of work, the project completion schedule was extended by four months with a revised completion estimate in late summer 2024. The project schedule extension and the additional scope of work resulted in the City requesting NV5 to perform more tests than originally estimated.

In early June 2024, NV5 informed the City that, because of additional necessary services, a contract amendment for additional compensation would be needed for services provided through the end of the project schedule. Acting in good faith as a result of NV5's long-standing relationship with the City, NV5 performed testing services to not delay an active construction project even though an amendment had yet to be executed; any delay to this construction project would impact the Roads Program. City Staff originally sought to issue a Service Request in June under the On-Call Agreement with NV5 for the necessary additional compensation. Because the current agreement with NV5 was executed as a standalone contract for this project, the proper next step was to execute a contract amendment in order to make timely payments for NV5's services.

On August 2, 2024, the City Manager approved Amendment No. 1 with NV5, Inc. in the amount of \$23,366.50, bringing the contract total to \$100,000 per the authority granted in TMC 2-7-08(e)(2). Amendment No. 2 is now necessary in order to compensate NV5 for the remaining work for the project. It is anticipated that the Amendment No. 2 amount of

\$28,107.43 includes adequate costs for these services through the end of construction.

3. BASIS OF RECOMMENDATION:

- A. Amendment No. 2 is needed to compensate NV5, Inc. for necessary work that exceeds the amount estimated in the original agreement.
- B. Per Turlock Municipal Code Section 2-7-10, cumulative contract amendments exceeding 10% of the contract price require approval by the City Council.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The fiscal impact of the proposed action will be \$28,107.43 in additional compensation which will be funded by Fund 420 "Water Enterprise," account number 420-52-551.51126 "Water Main/Waterline Replacement". Appropriate funds have been allocated during the Fiscal Year 2024-2025 budget process.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. 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.

8. ALTERNATIVES:

- A. Council could choose not to approve Amendment No. 2 to the Agreement with NV5, Inc. Staff does not recommend this alternative as these services are necessary for successful completion of the project.
- B. Provide staff with directions on how to proceed.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. Amendment No. 2

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING
AMENDMENT NO. 2 TO CITY CONTRACT
2024-062 WITH NV5, INC. IN THE AMOUNT
OF \$28,107.43, BRINGING THE CONTRACT
TOTAL TO \$128,107.43, TO BE FUNDED BY
FUND 420 "WATER ENTERPRISE,"
ACCOUNT NUMBER 420-52-551.51126
"WATER MAIN/WATERLINE
REPLACEMENT" FOR MATERIALS TESTING
AND INSPECTION SERVICES FOR CITY
PROJECT NO. 18-67, "WATER MAIN AND
SEWER REPLACEMENT 2023"**

RESOLUTION NO. 2024-

WHEREAS, the scope of work associated with City Project No. 18-67 "Water Main and Sewer Replacement 2023" involved replacing existing water main pipes that have exceeded their useful life and must be replaced; and

WHEREAS, on December 5, 2023, the City Manager approved an Agreement with NV5, Inc. for materials testing and inspection services for City Project No. 18-67 "Water Main and Sewer Replacement 2023" in an amount not to exceed \$76,633.50; and

WHEREAS, on August 2, 2024, the City Manager approved Amendment No. 1 with NV5, Inc. in the amount of \$23,366.50, bringing the contract total to \$100,000; and

WHEREAS, additional compensation is now necessary to amend the agreement to provide additional services as required by the actual construction process, as more testing is needed than was estimated.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve Amendment No. 2 to City Contract 2024-062 with NV5, Inc. in the amount of \$28,107.43, bringing the contract total to \$128,107.43, to be funded by Fund 420 "Water Enterprise," account number 420-52-551.51126 "Water Main/Waterline Replacement" for Materials Testing and Inspection Services for City Project No. 18-67, "Water Main and Sewer Replacement 2023".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of August, 2024, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California



**AMENDMENT NO. 2
to the
Agreement between the
CITY OF TURLOCK
and
NV5, INC.**

THIS AMENDMENT NO. 2, dated August 27th, 2024, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **NV5, INC.**, (hereinafter "PROFESSIONAL").

WHEREAS, the parties hereto previously entered into an Agreement dated November 30th, 2023, whereby PROFESSIONAL will perform materials testing and inspection services (hereinafter the "Agreement"); and

WHEREAS, on July 8, 2024, the parties hereto entered into Amendment No. 1 to the agreement dated November 30th, 2023, whereby PROFESSIONAL was to perform additional work in accordance with Exhibit A to Amendment No. 1; and

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

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

6. COMPENSATION.

6.1. Amount, Time, and Manner of Payment for Professional Services. CITY agrees to pay PROFESSIONAL additional compensation in the amount of Twenty-Eight Thousand One Hundred and Seven and 43/100^{ths} Dollars (\$28,107.43) in accordance with Exhibit A attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 2 shall not exceed One Hundred and Twenty-Eight Thousand One Hundred and Seven and 43/100^{ths} Dollars (\$128,107.43). Such maximum amount shall be compensation for all of PROFESSIONAL's expenses incurred in the performance of the Agreement and this Amendment No. 2."

2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

NV5, INC, a private corporation

By: _____
Reagan M. Wilson, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

By: _____
William D. Morris, City Engineer

Date: _____

By: _____
Christopher Fisher, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk

EXHIBITA - PAGE 1 OF 1

Task	Sub Task	Task Specific	Field Work Related					Laboratory					Laboratory Cost	Subtotal	
			Staff	Site Visits/Working Days	Hours/Qty per Visit	Total Hours/Qty	Unit Cost	Field work Cost	CTM 202/AAASHTO T-27, Analysis of Fine and Coarse Aggregate	CTM 216, Maximum Wet Density Determination	CTM 217/AAASHTO T1176, Sand Equivalent	CTM 229, Durability Index			ASTM D2844, Resistance Value
Task 00 Submittal Review															
Submittal	Geotechnical	Review of Geotechnical recommendations	PE	1	4.0	4	\$185	\$740						\$740	
Revi	Hot Mix Asphalt	Review of mix design/evaluations and recommendations	PE	1	4.0	4	\$135	\$540						\$540	
Task 1 Site / Laboratory Work															
Site work (earthwork, asphalt paving)	Mass Grading and Utility Construction Operations	New water Main installation - assume testing of flowline subgrade, springline and every 1' above top of pipe during installation of new water and sewer line, laterals, services, drainage inlets and manhole bases to top of subgrade. Assume Services and Laterals are tested during the same time frame to reduce overlap. Using estimated schedule provided by Knife River Construction.	SRT1	92	4.0	368.0	\$115.00	\$42,320	1	104	1	1	1	\$31,396	\$73,716
		Construction of 4 new manholes and sanitary sewer approx. Including installation of 714LF of 6" SS line and backfill.	SRT1	7	4.0	28.0	\$115.00	\$3,220		17				\$5,015	\$8,235
	Hot Mix Asphalt	Hot Mix Asphalt Patch Paving of trenches - Estimated at 50 days per provided schedule. - Assuming 1 day site prep per 1 day of paving and part time shifts/small quantity paving for these working days. No Laboratory testing per discussions with the City of Turlock.	SRT1	25	4.0	100.00	\$115.00	\$11,500						\$0	\$11,500
		Grind and Pave Lexington, High, and Mitchell Streets. Estimated at 8 days per provided schedule. Assuming 1 day grinding and site preparation per 1 day of paving. No Laboratory testing per discussions with the City of Turlock.	SRT1	4	8.0	32.00	\$115.00	\$3,680						\$0	\$3,680
Task 2 Special Inspections (Concrete, CMU, Structural Steel, Fireproofing) / Laboratory Work															
	Travel Time	Soil technician carrying nuclear gauge, and sample pickups / deliveries to lab. Assuming 1 overtime hour round trip		115	0.5	57.50	\$172.5	\$9,919							\$9,919
	Equipment	Nuclear Gauge and Vehicle		115	1	115	\$80.00	\$9,200							\$9,200
	Project Management & Oversight	Principal Engineer, Project Engineer, Project Control						\$10,578							\$10,578
		Already Completed Materials Testing Services.													-\$100,000.00
Total Estimated Field and Review Time								\$91,696						\$36,411	
Total Requested for Amendment #2 Testing Services													\$28,107.43		

SRT1: Field Soils and Materials Tester, Soils/Asphalt, ACI: ACI Concrete Tester, SRTTF: Field Soils and Materials Tester Travel to and From



City Council Staff Report

August 27, 2024

From: Jason Hedden, Chief of Police

Prepared by: Amanda Fortado, Support Operations Manager

Agendized by: Regan Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an agreement between the City of Turlock and Axon Enterprise, Inc. to enter into a five (5) year agreement to provide the City of Turlock Police Department with Axon Enterprises Officer Safety Plan 7 Plus, the body cameras for the Turlock Police Department, Axon Air, and merging existing agreements for a five (5) year cost not to exceed \$2,060,900

2. SYNOPSIS:

Approving a five-year agreement with Axon Enterprise for the purchase and maintenance of body cameras, drone compatible software, interview room recording equipment and video and data platform software.

3. DISCUSSION OF ISSUE:

Since 2019, Turlock Police Department has been using Axon body worn cameras (BWCs). These cameras have been a great asset to the department. They help with the documentation of evidence and have helped us address complaints that have come in from the public. Our officers use body camera footage to review incidents, assisting them in their report writing to ensure they are not missing any important information in their police reports. Axon is used to capture and intake our evidence photos. It creates a seamless avenue for staff to share important case load information due to the District Attorney's Office using Axon as well. When needed, Axon "Links" are provided to the public to allow evidence sharing with the police department, such as video surveillance or photographs. When this link is provided to a citizen, they can share information that is directly uploaded into the associated investigation. Overall, Axon is well received within our agency and plays an important role in our criminal investigations. The renewal of the agreement with Axon will continue to provide this valuable tool to our staff and our community.

Because of the success that body camera's have provided to officers, staff believes our Code Enforcement Officers and Animal Control Officer's would benefit from also having body worn cameras. The Code Enforcement Unit and the Animal Services Unit both have 832 P.C. Arrest and Control per policy and law. This allows them to issue citations for a variety of Municipal Codes and state laws. These types of enforcement actions can cause a range of reactions from community members. The video and audio recordings from BWCs can be used by these units to demonstrate transparency to the community; to document statements, observations, behaviors, and other evidence; and to deter unprofessional, illegal, and inappropriate behaviors by both officers and the public. The addition of ten cameras is needed to provide these staff members with BWCs.

Another addition to this agreement includes the Axon AB4 Flex Camera which will be used by our tactical team to provide enhanced video recording during high risk situations. By purchasing the AB4 Flex Camera this will move the point of video recording from the chest area of our officers to the helmet. Thus, providing a more accurate portrayal of what the officer is seeing. This will also allow the team commander to live stream video from officers during critical incidents to gain real time intelligence of the incident. The AB4 Flex Camera is a one-time cost to purchase this unique equipment.

The final addition to this agreement is an Axon product called Axon Air. The Axon Air component is a valuable asset for the Unmanned Aerial System (UAS) program. Axon Air integrates with the other Axon products the police department currently uses, including linking the UAS images and videos it captures with a direct link to safely secure the data in Evidence.com. The proposed Axon Air package will allow for the more efficient and accurate logging of flight time of the individual pilots assigned to the team as well as logging the flight time of the individual drones that are connected to Axon Air. This will aid in preventative measures to lessen the likelihood of a UAS accident by being able to better provide preventative maintenance and service of the drones. The logging of flight time also provides a record of training and experience of each pilot. Axon Air provides the capability of real time streaming of the video feed of the drones, either to a command post or other remote location such as the Emergency Operation Center. With compatible drones, Axon Air can be used as a valuable resource for command and control of an incident. It will allow an incident commander to view where drones are at in relation to one another and in relation to officers at a scene, providing for better intel when deploying or reallocating officers and resources. During the May 28, 2024 Council meeting, Council approved the appropriation of funding from ARPA to pay for the Axon Air program as part of the integration into the Emergency Operation Center.

In an effort to streamline processes and make contract tracking more efficient, staff is proposing to merge existing agreements the City of Turlock has with Axon for

the video and data platform program and interview room recording equipment. The Police Department is already budgeted for and using both of these products, but merging all of the agreements into one will provide easier tracking of products and funding, as well as create a more organized historical record between Axon and the City of Turlock.

4. BASIS FOR RECOMMENDATION:

A. Pursuant to Turlock Municipal Code Section 2-7-08(b)(5) Bidding procedures are not required under the following circumstances regardless of the amount involved: When engaged in joint, cooperative, or leveraged purchasing plans that have been solicited and awarded on a competitive basis.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact – Not to exceed 2,060,900 over a 5-year period, budgeted as follows:

Body Camera’s – Annual amount of \$316,739 - 267-20-270-320.51029 – SLESF Body Cameras

Axon Air – Annual amount of \$22,849 - 119-10-118.44030_000 - Fund 119 “American Rescue Plan Act” “Minor Equipment Miscellaneous”

Interview Room Equipment – Annual Amount of \$17,355 - 240-00-000-213.51032 – Interview Room Recording

Video and Data Platform – Annual Amount of \$54,287 – 118-20-210.44030_001

One-Time Additional Equipment Costs - \$4,770 - 267-20-270-320.51029 – SLESF Body Cameras

6. CITY MANAGER’S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

None.

8. ALTERNATIVES:

A. Council could decline entering into this agreement. This is not recommended as there are numerous situations proving the effectiveness of using BWCs, as well as the benefits to the existing programs being merged into this agreement.

9. ATTACHMENTS:

Attachment 1 Draft Resolution 2024-

Attachment 2 Axon Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CITY }
 MANAGER TO APPROVE AN AGREEMENT }
 BETWEEN THE CITY OF TURLOCK AND AXON }
 ENTERPRISES, INC. TO ENTER INTO A FIVE (5) }
 YEAR AGREEMENT TO PROVIDE THE CITY OF }
 TURLOCK POLICE DEPARTMENT WITH AXON }
 ENTERPRISES OFFICER SAFETY PLAN 7 PLUS, }
 THE BODY CAMERA'S FOR THE TURLOCK }
 POLICE DEPARTMENT, AXON AIR, AND }
 AND MERGING EXISTING AGREEMENTS }
 FOR THE POLICE FOR A FIVE (5) YEAR COST }
 NOT TO EXCEED \$2,060,900 }

RESOLUTION NO. 2024-

WHEREAS, Axon Enterprises, Inc. has been providing body worn cameras (BWCs) to the City of Turlock Police Department since 2019, proving to be a highly successful tool to the Department and the community; and

WHEREAS, due to the success of BWCs for sworn officers, staff recognizes the potential success in providing them to code enforcement and animal control officers as well; and

WHEREAS, in addition to the renewal of BWCs, the purchase of Axon Air is being added to the agreement, providing another tool that works with the Unmanned Aerial System to assist pilots in flight time, adding safety measures and providing the capability of real time streaming of the video feed of the drone to a command post or any remote location; and

WHEREAS, merging the current interview room recording equipment and video and data platform agreements into this proposed agreement, will streamline contract tracking and make budgeting and renewals of products more efficient for staff.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby authorize the City Manager to approve an agreement between the City of Turlock and Axon Enterprise, Inc. to enter into a five (5) year agreement to provide the City of Turlock Police Department with Axon Enterprises Officer Safety Plan 7 Plus, the body camera's for the Turlock Police Department, Axon Air, and merging existing agreements for the police department for a five (5) year cost not to exceed \$2,060,900.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of August 2024, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-561259-45524.680KP

Issued: 08/20/2024

Quote Expiration: 08/31/2024

Estimated Contract Start Date: 09/15/2024

Account Number: 108703

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Turlock Police Dept. - CA 244 N Broadway Turlock, CA 95380-4737 USA	Turlock Police Dept. - CA 244 N Broadway Turlock CA 95380-4737 USA Email: dhall@turlock.ca.us

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	David Hall Phone: 209-664-7381 Email: dhall@turlock.ca.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$2,017,336.49
ESTIMATED TOTAL W/ TAX	\$2,060,866.36

Discount Summary

Average Savings Per Year	\$157,207.38
TOTAL SAVINGS	\$786,036.88

Payment Summary

Date	Subtotal	Tax	Total
Aug 2024	\$406,939.41	\$9,049.55	\$415,988.96
Aug 2025	\$402,599.27	\$8,620.03	\$411,219.30
Aug 2026	\$402,599.27	\$8,620.03	\$411,219.30
Aug 2027	\$402,599.27	\$8,620.03	\$411,219.30
Aug 2028	\$402,599.27	\$8,620.23	\$411,219.50
Total	\$2,017,336.49	\$43,529.87	\$2,060,866.36

Quote Unbundled Price: \$2,803,373.37
Quote List Price: \$2,307,822.57
Quote Subtotal: \$2,017,336.49

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$12,639.87)	(\$12,639.87)	\$0.00	(\$12,639.87)
T00001	AB4 FLEX POV TAP BUNDLE	20	60	\$6.52	\$7.37	\$7.37	\$8,844.00	\$549.78	\$9,393.78
M00016	BUNDLE - FUSUS BASIC	1	60	\$5,042.01	\$4,513.61	\$4,513.61	\$270,816.60	\$617.70	\$271,434.30
B00022	BUNDLE - UNLIMITED PLUS	10	60	\$274.53	\$238.32	\$200.88	\$120,528.00	\$2,377.07	\$122,905.07
CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	60	\$283.34	\$283.34	\$241.55	\$28,985.68	\$0.00	\$28,985.68
M00006	BUNDLE - OFFICER SAFETY PLAN 7 PLUS	86	60	\$377.93	\$292.48	\$267.65	\$1,381,074.00	\$39,405.30	\$1,420,479.30
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	5	60	\$183.34	\$183.34	\$156.30	\$46,889.20	\$0.00	\$46,889.20
CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	1	60	\$116.67	\$116.67	\$99.46	\$5,967.67	\$0.00	\$5,967.67
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	60	\$73.05	\$36.07	\$36.07	\$2,164.20	\$150.50	\$2,314.70
A la Carte Hardware									
H00004	AB4 FLEX POV HARDWARE BUNDLE	20			\$249.00	\$249.00	\$4,980.00	\$429.52	\$5,409.52
H00001	AB4 Camera Bundle	82			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	12			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	14			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
100584	AXON AIR - ADVANCED STREAMING ADD-ON	2	60		\$25.00	\$21.31	\$2,557.50	\$0.00	\$2,557.50
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		\$32.98	\$32.98	\$3,957.60	\$0.00	\$3,957.60
100586	AXON AIR - API INTEGRATIONS ADD-ON	2	60		\$41.67	\$35.52	\$4,262.84	\$0.00	\$4,262.84
100583	AXON AIR - UAS LICENSE - COPILOT FOR DJI AVATA	2	60		\$50.00	\$42.63	\$5,115.00	\$0.00	\$5,115.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	60		\$28.21	\$28.21	\$6,770.40	\$0.00	\$6,770.40
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	11	60		\$33.85	\$28.86	\$19,045.73	\$0.00	\$19,045.73
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	10	60		\$111.75	\$111.75	\$67,050.00	\$0.00	\$67,050.00
BasicLicense	Basic License Bundle	8	60		\$16.27	\$16.25	\$7,800.00	\$0.00	\$7,800.00
ProLicense	Pro License Bundle	8	60		\$43.40	\$43.33	\$20,798.40	\$0.00	\$20,798.40
A la Carte Services									
75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1			\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101078	AXON AIR - RTC VIRTUAL ONBOARDING	1			\$1,666.67	\$1,420.84	\$1,420.84	\$0.00	\$1,420.84
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
A la Carte Warranties									
50448	AXON INTERVIEW - EXT WARRANTY	5	61		\$29.34	\$29.34	\$8,948.70	\$0.00	\$8,948.70
Total							\$2,017,336.49	\$43,529.87	\$2,060,866.36

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	08/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	14	1	08/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	82	1	08/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	16	1	08/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	91	1	08/15/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	91	1	08/15/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	16	1	08/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100200	AB4 FLEX POV MODULE	20	1	08/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100852	AXON BODY 4 - C-CLIP - POV	20	1	08/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100853	AXON BODY 4 - MOUNT - POV COLLAR	22	1	08/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100958	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	20	1	08/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	12	1	08/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	1	08/15/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	12	1	08/15/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	08/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	12	1	08/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	08/15/2024
BUNDLE - FUSUS BASIC	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	4	1	08/15/2024
BUNDLE - FUSUS BASIC	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	1	1	08/15/2024
BUNDLE - FUSUS BASIC	101408	AXON RESPOND - FUSUSCORE - CAD	1	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	100126	AXON VR - TACTICAL BAG	4	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	86	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	100833	AXON VR - CONTROLLER - TASER 7	4	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	101294	AXON VR - TABLET	4	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	101298	AXON VR - HOLSTER - T7 BLACKHAWK GRAY LH	1	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	101299	AXON VR - HOLSTER - T7 BLACKHAWK GRAY RH	2	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	101300	AXON VR - TABLET CASE	4	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	2	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	86	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	103	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	2	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20160	AXON TASER 7 - HOLSTER - SAFARILAND RH+CART CARRIER	86	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20378	AXON VR - HEADSET - HTC FOCUS 3	4	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	172	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	258	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	258	1	08/15/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	172	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	172	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	172	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	50	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	50	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	172	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	08/15/2024
BUNDLE - UNLIMITED PLUS	100126	AXON VR - TACTICAL BAG	1	1	08/15/2024
BUNDLE - UNLIMITED PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	10	1	08/15/2024
BUNDLE - UNLIMITED PLUS	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	08/15/2024
BUNDLE - UNLIMITED PLUS	100833	AXON VR - CONTROLLER - TASER 7	1	1	08/15/2024
BUNDLE - UNLIMITED PLUS	101294	AXON VR - TABLET	1	1	08/15/2024
BUNDLE - UNLIMITED PLUS	101299	AXON VR - HOLSTER - T7 BLACKHAWK GRAY RH	1	1	08/15/2024
BUNDLE - UNLIMITED PLUS	101300	AXON VR - TABLET CASE	1	1	08/15/2024
BUNDLE - UNLIMITED PLUS	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	08/15/2024
BUNDLE - UNLIMITED PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	20	1	08/15/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	172	1	08/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	172	1	08/15/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	172	1	08/15/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	172	1	08/15/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	172	1	08/15/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	172	1	08/15/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	02/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	100210	AXON VR - TAP REFRESH 1 - TABLET	4	1	02/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	1	02/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	1	02/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	02/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	88	1	02/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	11	1	02/15/2027
BUNDLE - UNLIMITED PLUS	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	02/15/2027
BUNDLE - UNLIMITED PLUS	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	02/15/2027
BUNDLE - UNLIMITED PLUS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	02/15/2027
BUNDLE - UNLIMITED PLUS	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	02/15/2027
BUNDLE - UNLIMITED PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	10	1	02/15/2027
BUNDLE - UNLIMITED PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	02/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	172	1	08/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	172	1	08/15/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	172	1	08/15/2028

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		NS			
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	172	1	08/15/2028
AB4 FLEX POV TAP BUNDLE	100976	AXON BODY - TAP REFRESH 1 - AB4 FLEX POV	20	1	08/15/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	08/15/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	88	1	08/15/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	11	1	08/15/2029
BUNDLE - UNLIMITED PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	10	1	08/15/2029
BUNDLE - UNLIMITED PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2	1	08/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR - UAS LICENSE - CLASS 1	5	09/15/2024	09/14/2029
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	5	09/15/2024	09/14/2029
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	5	09/15/2024	09/14/2029
AXON AIR, CLASS 2 UAS BUNDLE	100580	AXON AIR - UAS LICENSE - CLASS 2	2	09/15/2024	09/14/2029
AXON AIR, CLASS 2 UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	2	09/15/2024	09/14/2029
AXON AIR, CLASS 2 UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	2	09/15/2024	09/14/2029
AXON AIR, CLASS M UAS BUNDLE	100582	AXON AIR - UAS LICENSE - CLASS M	1	09/15/2024	09/14/2029
AXON AIR, CLASS M UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	1	09/15/2024	09/14/2029
AXON AIR, CLASS M UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	1	09/15/2024	09/14/2029
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	8	09/15/2024	09/14/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	8	09/15/2024	09/14/2029
BUNDLE - FUSUS BASIC	101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	09/15/2024	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	100801	AXON RECORDS - OSP LICENSE	86	09/15/2024	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	1	09/15/2024	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	86	09/15/2024	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	86	09/15/2024	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	86	09/15/2024	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73618	AXON COMMUNITY REQUEST	86	09/15/2024	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73638	AXON STANDARDS - LICENSE	86	09/15/2024	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73680	AXON RESPOND PLUS - LICENSE	86	09/15/2024	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	86	09/15/2024	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	860	09/15/2024	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	86	09/15/2024	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73739	AXON PERFORMANCE - LICENSE	86	09/15/2024	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	86	09/15/2024	09/14/2029
BUNDLE - UNLIMITED PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	10	09/15/2024	09/14/2029
BUNDLE - UNLIMITED PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	10	09/15/2024	09/14/2029
BUNDLE - UNLIMITED PLUS	73618	AXON COMMUNITY REQUEST	10	09/15/2024	09/14/2029
BUNDLE - UNLIMITED PLUS	73638	AXON STANDARDS - LICENSE	10	09/15/2024	09/14/2029
BUNDLE - UNLIMITED PLUS	73680	AXON RESPOND PLUS - LICENSE	10	09/15/2024	09/14/2029
BUNDLE - UNLIMITED PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	10	09/15/2024	09/14/2029
BUNDLE - UNLIMITED PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	100	09/15/2024	09/14/2029
BUNDLE - UNLIMITED PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	10	09/15/2024	09/14/2029
BUNDLE - UNLIMITED PLUS	73739	AXON PERFORMANCE - LICENSE	10	09/15/2024	09/14/2029
BUNDLE - UNLIMITED PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	10	09/15/2024	09/14/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	09/15/2024	09/14/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	09/15/2024	09/14/2029
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	11	09/15/2024	09/14/2029
A la Carte	100583	AXON AIR - UAS LICENSE - COPILOT FOR DJI AVATA	2	09/15/2024	09/14/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100584	AXON AIR - ADVANCED STREAMING ADD-ON	2	09/15/2024	09/14/2029
A la Carte	100586	AXON AIR - API INTEGRATIONS ADD-ON	2	09/15/2024	09/14/2029
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	09/15/2024	09/14/2029
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	09/15/2024	09/14/2029
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	10	09/15/2024	09/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - FUSUS BASIC	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1
BUNDLE - FUSUS BASIC	101422	AXON RESPOND - FUSUS HARDWARE DEPLOYMENT	3
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	86
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	86
BUNDLE - UNLIMITED PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	1
BUNDLE - UNLIMITED PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	10
A la Carte	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	5	08/15/2024	09/14/2029
AB4 FLEX POV TAP BUNDLE	100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	20	08/15/2025	09/14/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	08/15/2025	09/14/2029
BUNDLE - FUSUS BASIC	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	4	08/15/2025	09/14/2029
BUNDLE - FUSUS BASIC	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	08/15/2025	09/14/2029
BUNDLE - FUSUS BASIC	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	08/15/2025	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	08/15/2025	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	100213	AXON VR - EXT WARRANTY - TABLET	4	08/15/2025	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	08/15/2025	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	08/15/2025	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	103	08/15/2025	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	2	08/15/2025	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	86	08/15/2025	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	08/15/2025	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	2	08/15/2025	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	86	08/15/2025	09/14/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	11	08/15/2025	09/14/2029
BUNDLE - UNLIMITED PLUS	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	1	08/15/2025	09/14/2029
BUNDLE - UNLIMITED PLUS	100213	AXON VR - EXT WARRANTY - TABLET	1	08/15/2025	09/14/2029
BUNDLE - UNLIMITED PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	08/15/2025	09/14/2029
BUNDLE - UNLIMITED PLUS	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	08/15/2025	09/14/2029
BUNDLE - UNLIMITED PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	10	08/15/2025	09/14/2029
BUNDLE - UNLIMITED PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	08/15/2025	09/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	244 N Broadway	Turlock	CA	95380-4737	USA

Payment Details

Aug 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	11	\$3,809.15	\$0.00	\$3,809.15
Annual Payment 1	100583	AXON AIR - UAS LICENSE - COPILOT FOR DJI AVATA	2	\$1,023.00	\$0.00	\$1,023.00
Annual Payment 1	100584	AXON AIR - ADVANCED STREAMING ADD-ON	2	\$511.50	\$0.00	\$511.50
Annual Payment 1	100586	AXON AIR - API INTEGRATIONS ADD-ON	2	\$852.57	\$0.00	\$852.57
Annual Payment 1	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$284.17	\$0.00	\$284.17
Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,354.08	\$0.00	\$1,354.08
Annual Payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Annual Payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	10	\$13,410.00	\$0.00	\$13,410.00
Annual Payment 1	50448	AXON INTERVIEW - EXT WARRANTY	5	\$1,789.74	\$0.00	\$1,789.74
Annual Payment 1	B00022	BUNDLE - UNLIMITED PLUS	10	\$24,105.59	\$475.41	\$24,581.00
Annual Payment 1	BasicLicense	Basic License Bundle	8	\$1,560.00	\$0.00	\$1,560.00
Annual Payment 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$432.85	\$30.10	\$462.95
Annual Payment 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	5	\$9,377.84	\$0.00	\$9,377.84
Annual Payment 1	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	\$5,797.14	\$0.00	\$5,797.14
Annual Payment 1	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	1	\$1,193.53	\$0.00	\$1,193.53
Annual Payment 1	M00006	BUNDLE - OFFICER SAFETY PLAN 7 PLUS	86	\$276,214.80	\$7,881.03	\$284,095.83
Annual Payment 1	M00016	BUNDLE - FUSUS BASIC	1	\$54,163.32	\$123.53	\$54,286.85
Annual Payment 1	ProLicense	Pro License Bundle	8	\$4,159.68	\$0.00	\$4,159.68
Annual Payment 1	T00001	AB4 FLEX POV TAP BUNDLE	20	\$1,768.80	\$109.96	\$1,878.76
Upfront	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12,000.00	\$0.00	\$12,000.00
Upfront	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1	\$0.00	\$0.00	\$0.00
Upfront	H00001	AB4 Camera Bundle	14	\$0.00	\$0.00	\$0.00
Upfront	H00001	AB4 Camera Bundle	82	\$0.00	\$0.00	\$0.00
Upfront	H00002	AB4 Multi Bay Dock Bundle	12	\$0.00	\$0.00	\$0.00
Upfront	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Upfront	H00004	AB4 FLEX POV HARDWARE BUNDLE	20	\$4,980.00	\$429.52	\$5,409.52
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$12,639.87)	\$0.00	(\$12,639.87)
Total				\$406,939.41	\$9,049.55	\$415,988.96

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	M00006	BUNDLE - OFFICER SAFETY PLAN 7 PLUS	86	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	T00001	AB4 FLEX POV TAP BUNDLE	20	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Aug 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	11	\$3,809.15	\$0.00	\$3,809.15

Aug 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100583	AXON AIR - UAS LICENSE - COPILOT FOR DJI AVATA	2	\$1,023.00	\$0.00	\$1,023.00
Annual Payment 2	100584	AXON AIR - ADVANCED STREAMING ADD-ON	2	\$511.50	\$0.00	\$511.50
Annual Payment 2	100586	AXON AIR - API INTEGRATIONS ADD-ON	2	\$852.57	\$0.00	\$852.57
Annual Payment 2	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$284.17	\$0.00	\$284.17
Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,354.08	\$0.00	\$1,354.08
Annual Payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Annual Payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	10	\$13,410.00	\$0.00	\$13,410.00
Annual Payment 2	50448	AXON INTERVIEW - EXT WARRANTY	5	\$1,789.74	\$0.00	\$1,789.74
Annual Payment 2	B00022	BUNDLE - UNLIMITED PLUS	10	\$24,105.59	\$475.41	\$24,581.00
Annual Payment 2	BasicLicense	Basic License Bundle	8	\$1,560.00	\$0.00	\$1,560.00
Annual Payment 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$432.85	\$30.10	\$462.95
Annual Payment 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	5	\$9,377.84	\$0.00	\$9,377.84
Annual Payment 2	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	\$5,797.14	\$0.00	\$5,797.14
Annual Payment 2	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	1	\$1,193.53	\$0.00	\$1,193.53
Annual Payment 2	M00006	BUNDLE - OFFICER SAFETY PLAN 7 PLUS	86	\$276,214.80	\$7,881.03	\$284,095.83
Annual Payment 2	M00016	BUNDLE - FUSUS BASIC	1	\$54,163.31	\$123.53	\$54,286.84
Annual Payment 2	ProLicense	Pro License Bundle	8	\$4,159.68	\$0.00	\$4,159.68
Annual Payment 2	T00001	AB4 FLEX POV TAP BUNDLE	20	\$1,768.80	\$109.96	\$1,878.76
Total				\$402,599.27	\$8,620.03	\$411,219.30

Aug 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	11	\$3,809.15	\$0.00	\$3,809.15
Annual Payment 3	100583	AXON AIR - UAS LICENSE - COPILOT FOR DJI AVATA	2	\$1,023.00	\$0.00	\$1,023.00
Annual Payment 3	100584	AXON AIR - ADVANCED STREAMING ADD-ON	2	\$511.50	\$0.00	\$511.50
Annual Payment 3	100586	AXON AIR - API INTEGRATIONS ADD-ON	2	\$852.57	\$0.00	\$852.57
Annual Payment 3	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$284.17	\$0.00	\$284.17
Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,354.08	\$0.00	\$1,354.08
Annual Payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Annual Payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	10	\$13,410.00	\$0.00	\$13,410.00
Annual Payment 3	50448	AXON INTERVIEW - EXT WARRANTY	5	\$1,789.74	\$0.00	\$1,789.74
Annual Payment 3	B00022	BUNDLE - UNLIMITED PLUS	10	\$24,105.59	\$475.41	\$24,581.00
Annual Payment 3	BasicLicense	Basic License Bundle	8	\$1,560.00	\$0.00	\$1,560.00
Annual Payment 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$432.85	\$30.10	\$462.95
Annual Payment 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	5	\$9,377.84	\$0.00	\$9,377.84
Annual Payment 3	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	\$5,797.14	\$0.00	\$5,797.14
Annual Payment 3	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	1	\$1,193.53	\$0.00	\$1,193.53
Annual Payment 3	M00006	BUNDLE - OFFICER SAFETY PLAN 7 PLUS	86	\$276,214.80	\$7,881.03	\$284,095.83
Annual Payment 3	M00016	BUNDLE - FUSUS BASIC	1	\$54,163.31	\$123.53	\$54,286.84
Annual Payment 3	ProLicense	Pro License Bundle	8	\$4,159.68	\$0.00	\$4,159.68
Annual Payment 3	T00001	AB4 FLEX POV TAP BUNDLE	20	\$1,768.80	\$109.96	\$1,878.76
Total				\$402,599.27	\$8,620.03	\$411,219.30

Aug 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	11	\$3,809.15	\$0.00	\$3,809.15
Annual Payment 4	100583	AXON AIR - UAS LICENSE - COPILOT FOR DJI AVATA	2	\$1,023.00	\$0.00	\$1,023.00
Annual Payment 4	100584	AXON AIR - ADVANCED STREAMING ADD-ON	2	\$511.50	\$0.00	\$511.50
Annual Payment 4	100586	AXON AIR - API INTEGRATIONS ADD-ON	2	\$852.57	\$0.00	\$852.57
Annual Payment 4	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$284.17	\$0.00	\$284.17
Annual Payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,354.08	\$0.00	\$1,354.08

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Annual Payment 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	10	\$13,410.00	\$0.00	\$13,410.00
Annual Payment 4	50448	AXON INTERVIEW - EXT WARRANTY	5	\$1,789.74	\$0.00	\$1,789.74
Annual Payment 4	B00022	BUNDLE - UNLIMITED PLUS	10	\$24,105.59	\$475.41	\$24,581.00
Annual Payment 4	BasicLicense	Basic License Bundle	8	\$1,560.00	\$0.00	\$1,560.00
Annual Payment 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$432.85	\$30.10	\$462.95
Annual Payment 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	5	\$9,377.84	\$0.00	\$9,377.84
Annual Payment 4	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	\$5,797.14	\$0.00	\$5,797.14
Annual Payment 4	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	1	\$1,193.53	\$0.00	\$1,193.53
Annual Payment 4	M00006	BUNDLE - OFFICER SAFETY PLAN 7 PLUS	86	\$276,214.80	\$7,881.03	\$284,095.83
Annual Payment 4	M00016	BUNDLE - FUSUS BASIC	1	\$54,163.31	\$123.53	\$54,286.84
Annual Payment 4	ProLicense	Pro License Bundle	8	\$4,159.68	\$0.00	\$4,159.68
Annual Payment 4	T00001	AB4 FLEX POV TAP BUNDLE	20	\$1,768.80	\$109.96	\$1,878.76
Total				\$402,599.27	\$8,620.03	\$411,219.30

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	11	\$3,809.15	\$0.00	\$3,809.15
Annual Payment 5	100583	AXON AIR - UAS LICENSE - COPILOT FOR DJI AVATA	2	\$1,023.00	\$0.00	\$1,023.00
Annual Payment 5	100584	AXON AIR - ADVANCED STREAMING ADD-ON	2	\$511.50	\$0.00	\$511.50
Annual Payment 5	100586	AXON AIR - API INTEGRATIONS ADD-ON	2	\$852.57	\$0.00	\$852.57
Annual Payment 5	101078	AXON AIR - RTC VIRTUAL ONBOARDING	1	\$284.17	\$0.00	\$284.17
Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,354.08	\$0.00	\$1,354.08
Annual Payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Annual Payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	10	\$13,410.00	\$0.00	\$13,410.00
Annual Payment 5	50448	AXON INTERVIEW - EXT WARRANTY	5	\$1,789.74	\$0.00	\$1,789.74
Annual Payment 5	B00022	BUNDLE - UNLIMITED PLUS	10	\$24,105.59	\$475.43	\$24,581.02
Annual Payment 5	BasicLicense	Basic License Bundle	8	\$1,560.00	\$0.00	\$1,560.00
Annual Payment 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$432.85	\$30.10	\$462.95
Annual Payment 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	5	\$9,377.84	\$0.00	\$9,377.84
Annual Payment 5	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	\$5,797.14	\$0.00	\$5,797.14
Annual Payment 5	CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	1	\$1,193.53	\$0.00	\$1,193.53
Annual Payment 5	M00006	BUNDLE - OFFICER SAFETY PLAN 7 PLUS	86	\$276,214.80	\$7,881.18	\$284,095.98
Annual Payment 5	M00016	BUNDLE - FUSUS BASIC	1	\$54,163.31	\$123.58	\$54,286.89
Annual Payment 5	ProLicense	Pro License Bundle	8	\$4,159.68	\$0.00	\$4,159.68
Annual Payment 5	T00001	AB4 FLEX POV TAP BUNDLE	20	\$1,768.80	\$109.94	\$1,878.74
Total				\$402,599.27	\$8,620.23	\$411,219.50

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contracts #00064527, #00071901, and #00075038 (originated via Q-317236, Q-338242, Q-335439) and is terminating those contracts upon the new license start date (9/15/2024) of this quote.

The parties agree that Axon is granting a refund of \$12,639.87 to refund paid, but undelivered services. This discount is based on a ship date range of 8/15/2024 - 8/31/2024, resulting in a 9/15/2024 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

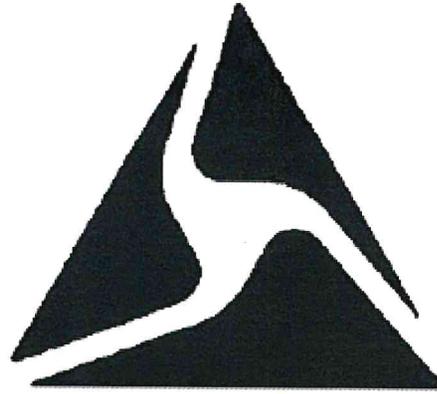
This credit is contingent upon agency payment of any outstanding invoices including and not limited to the Year 2 invoice of contract #00075038 set to be invoiced 5/1/2024.

BWC hardware contained in this quote at \$0 is considered a TAP refreshment of the contracts listed above. All TAP obligations of the contracts above will be considered fulfilled upon execution of this quote.

Signature

Date Signed

8/20/2024



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or a Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



18. **General.**

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:
Axon Enterprise, Inc.

CUSTOMER:

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____



Axon Cloud Services Terms of Use Appendix

1. Definitions.
 - a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
 - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
 - e. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
 - f. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
 - a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.



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- b. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
 7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Customer, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
 8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
 9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
 10. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
 11. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
 12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
 13. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
 14. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
 15. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**
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16. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
 17. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - c. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - d. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - e. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
 - f. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
 18. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - g. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - h. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - i. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - j. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;
 - k. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - l. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - m. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - n. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
 19. **Axon Narrative.** AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
 20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
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21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- 1. Utilization of Services. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. Axon Full Service (Axon Full Service). Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

Table with 1 column and 10 rows detailing Axon Full Service options: System set up and configuration, Dock configuration, Best practice implementation planning session, System Admin and troubleshooting training sessions, Axon instructor training (Train the Trainer), Evidence sharing training, End user go-live training and support sessions, Implementation document packet, and Post go-live review.

- 3. Body-Worn Camera Starter Service (Axon Starter). Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

Table with 1 column and 1 row detailing Body-Worn Camera Starter Service options: System set up and configuration (Remote Support).



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<ul style="list-style-type: none"> • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer



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computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
16. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. Training. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. Trade-in. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Table with 2 columns: Customer Size, Days to Return from Start Date of TASER 10 Subscription. Rows include: Less than 100 officers (60 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 5. TASER Device Subscription Term. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. Access Rights. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. Customer Warranty. If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. Purchase Order. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. Apollo Grant (US only). If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. Termination. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating



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for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements**. Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations**. Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination**. Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

- 1.1. "API Client" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. "API Interface" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. "Axon Evidence Partner API, API or Axon API" (collectively "API Service") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. "Use" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



FUSUS Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

- 1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible or transferable to the FUSUS cloud services.
- 2. **Product Limits.** The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade product.

- 3. **Disclaimer.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and that Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
- 4. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



Master Services and Purchasing Agreement for Customer

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

**ADDENDUM TO
City OF TURLOCK
AGREEMENT FOR SERVICES**

Contractor: Axon Enterprises, Inc.

Date: _____

City Contract No. 2025-38

Scope of Work: Body Worn Camera

Axon Air Drone Software

Interview Room Recording Equipment

Video and Data Platform Software

This Addendum constitutes an amendment to the Master Services and Purchasing Agreement (the "Master Agreement") between the City and Axon pursuant to Section 18.12 of the Master Agreement.

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. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) General Liability Insurance: Service Provider shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Service Provider's general liability policies shall be primary and not seeking contribution from the City's coverages, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(b) Workers' Compensation Insurance: Service Provider shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

**ADDENDUM TO
City OF TURLOCK
AGREEMENT FOR SERVICES**

Contractor: Axon Enterprises, Inc.

Date: _____

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(c) Auto Insurance: Service Provider shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000.00) per accident. If Service Provider owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) Cyber Liability Insurance: When applicable, Service Provider must carry Cyber Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Service Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

(e) Builder's Risk Insurance: {Intentionally Omitted}

(f) Contractors Pollution Insurance: {Intentionally Omitted}

(g) Professional Liability Insurance: {Intentionally Omitted}

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

**ADDENDUM TO
City OF TURLOCK
AGREEMENT FOR SERVICES**

Contractor: Axon Enterprises, Inc.

Date: _____

City Contract No. 2025-38

Scope of Work: Body Worn Camera

Axon Air Drone Software

Interview Room Recording Equipment

Video and Data Platform Software

(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, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Service Provider's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Service Providers Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, Service Provider's insurance coverage shall be 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 would breach Service Provider's obligations 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 active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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

(l) Verification of Coverage: Service Provider shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Service Provider's obligation to provide them. City reserves the

10/2023

**ADDENDUM TO
City OF TURLOCK
AGREEMENT FOR SERVICES**

Contractor: Axon Enterprises, Inc.

Date: _____

City Contract No. 2025-38

Scope of Work: Body Worn Camera

Axon Air Drone Software

Interview Room Recording Equipment

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right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(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 Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Service Provider, its agents, employees, independent contractors and subcontractors. Service Provider agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

(o) **Surety Bonds:** Service Provider shall provide a Performance Bond and a Payment Bond.

2. INDEMNIFICATION:

Service Provider shall indemnify, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider or by any individual or agency for which Service Provider is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

3. TERM: Notwithstanding Section 2.2 and any other provisions of the Master Services and Purchasing Agreement related to "Subscription Term", the Subscription Term of 10/2023

**ADDENDUM TO
City OF TURLOCK
AGREEMENT FOR SERVICES**

Contractor: Axon Enterprises, Inc.

Date: _____

City Contract No. 2025-38

Scope of Work: Body Worn Camera
Axon Air Drone Software
Interview Room Recording Equipment
Video and Data Platform Software

the Agreement shall be effective on September 15, 2024, and terminate on September 14, 2029, subject to City's availability of funds. In addition, the Agreement shall not automatically renew as provided in Section 2.2.

4. VOLUNTARY TERMINATION: City may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to Contractor.

5. CONFLICT: Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

6. EXTENSION OF AGREEMENT: {Intentionally Omitted}

7. CONFIDENTIALITY AND CALIFORNIA PUBLIC RECORDS ACT COMPLIANCE: Notwithstanding Section 17 of Service Provider's Master Services and Purchasing Agreement, Service Provider understands and agrees that City must comply with the California Public Records Act, California Government Code section 7920 et seq. which may affect or limit City's obligations under Section 17.

8. GOVERNING LAW: This Agreement 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.

9. CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Amanda Fortado
City of Turlock
Turlock Police Department
244 N. Broadway
Turlock, California 95380
Telephone Number: (209) 656-3147
E-mail Address: afortado@turlock.ca.us

**ADDENDUM TO
City OF TURLOCK
AGREEMENT FOR SERVICES**

Contractor: Axon Enterprises, Inc.
City Contract No. 2025-38

Date: _____

Scope of Work: Body Worn Camera
Axon Air Drone Software
Interview Room Recording Equipment
Video and Data Platform Software

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by and through their respective officer's thereunto duly authorized.

City OF TURLOCK, a municipal corporation

Axon Enterprises, Inc.

By: _____
Reagan M. Wilson, City Manager

By: _____

Date: _____

Title: _____

By: _____
Jason Hedden, Chief of Police

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk

City Council Staff Report

August 27, 2024



From: George A. Petrulakis, City Attorney

Prepared by: George A. Petrulakis, City Attorney

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Ordinance: Introduction and first reading of an Ordinance amending the Turlock Municipal Code Title 5, Chapter 5-20 regarding camping on public property. This amendment would revoke the current Chapter 5-20 and replace this chapter with a new one for matters relating to camping prohibitions and penalties.

2. SYNOPSIS:

Amending the Turlock Municipal Code Title 5, Chapter 5-20 regarding camping on public property. This amendment would revoke the current Chapter 5-20 and replace and expand this chapter with a new one for matters relating to camping prohibitions and penalties and related matters.

3. DISCUSSION OF ISSUE:

The decision of the United States 9th Circuit Court of Appeals in Martin v. Boise in 2018 and more recently Johnson v. City of Grants Pass hamstrung local communities across the country in enforcing local ordinances that regulate unpermitted camping on public property. The City of Turlock was no exception. Large encampments arose. While the City successfully addressed those large encampments, enforcement of local ordinances regarding camping remained difficult due to the Ninth Circuit cases.

In the recent United States Supreme Court case of City of Grants Pass v. Johnson, the court restored a large measure of local control to communities to maintain high standards through enforcement of municipal codes. The Supreme Court decision does not provide carte blanche to cities to criminalize the status of homelessness, but the court recognized that the challenge is best addressed in our federal system by many localities attempting different approaches in our laboratories of democracy.

While staff was evaluating the impacts of the decision, an amendment to the Fresno Municipal Code came to the attention of the Turlock Police Department and became the basis of the recommended amendment to TMC Chapter 5-20. The proposed ordinance expands the previous TMC chapter by focusing both on encampments in physical locations and also on the acts of camping and related activities.

The major changes to the chapter are found in sections 5-20-01 through 5-20-03, while the remaining sections are largely similar to what currently exists in the code.

Among the major revisions is that the camping locations are prohibited on both public and private property; washing of persons and property in fountains are prohibited, and penalty provisions are added to the pertinent sections for ease of reference.

4. BASIS FOR RECOMMENDATION:

The amendment of TMC Chapter 5-20 provides additional tools to the City, including Turlock Police Department, to meet the community's expectations that the municipal code will be utilized to maintain high standards, especially as to acts and conduct that can adversely affect the quality of life and real property in the City of Turlock. The community expects that City property will be maintained in a manner that enhances and does not detract from the quality of life in Turlock. The amendment also responds to the recent U.S. Supreme Court decision in City of Grants Pass v. Johnson.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No significant fiscal impacts.

6. STAFF RECOMMENDATION:

City Attorney recommends approval.

7. CITY MANAGER'S COMMENTS:

City Manager recommends approval.

8. ENVIRONMENTAL DETERMINATION:

This project does not constitute a project in accordance with California Environmental Quality Act (CEQA). Therefore, no determination is required for this action.

9. ALTERNATIVES:

- A. The Council could not adopt the ordinance and maintain the current Chapter 5-20 in place.
- B. The Council could provide guidance to staff and City Attorney on changes they would like to see to the ordinance.

10. ATTACHMENTS:

- 1. Draft Ordinance

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REVOKING AND }
REPLACING TURLOCK MUNICIPAL CODE }
(TMC) TITLE 5, CHAPTER 20, SECTION 02, }
UNLAWFUL CAMPING }
_____ }

ORDINANCE NO. -CS

WHEREAS, residents, property owners, business owners and others in the City of Turlock have been demoralized by the proliferation of encampments for sleeping and other purposes, including illegal activities, fostered by the Ninth Circuit Court of Appeals in decisions such as Martin v. City of Boise and Johnson v. City of Grants Pass which eliminated almost entirely the ability of local governments to enforce local ordinances prohibiting undesirable and unsafe activities that created unsafe environments; and

WHEREAS, the United States Supreme Court overturned these Ninth Circuit decisions in City of Grants Pass v. Johnson and thus returned to local governments the ability to enforce local ordinances that are focused on acts and conduct of individuals and not their status or circumstances such as being homeless; and

WHEREAS, owners and renters of real property in Turlock have the right to live in a community that maintains high standards of conduct in acts that can have an adverse effect on real property and the health, safety and welfare of the entire community; and

WHEREAS, the Turlock community may maintain and enforce such standards in its local municipal code; and

WHEREAS, the City of Turlock wishes to update its local ordinances in light of the Supreme Court decision.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. REVOKED: Title 5, Chapter 20 is hereby revoked:

Chapter 5-20
CAMPING ON PUBLIC PROPERTY

5-20-01 Definitions.

~~Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words and phrases used in this chapter.~~

~~(a) "Camp" shall mean to pitch or occupy camp facilities; to use camp paraphernalia.~~

~~(b) "Camp facilities" shall mean tents, huts or temporary shelters, and the like.~~

~~(c) "Camp paraphernalia" shall mean tarpaulins, cots, beds, sleeping bags, hammocks, or non-city designated cooking facilities and similar equipment.~~

~~(d) "Personal effects" shall mean medication, eye glasses, or other medical devices, a sanitary and non-verminous sleeping bag or bed roll, tents in usable and reasonably good condition, clean and non-verminous clothing stored in a manner protecting it from the elements, and personal property with an individual fair market value of Fifty and no/100ths (\$50.00) Dollars.~~

~~(e) "Store" shall mean to put aside or accumulate for use when needed, to put aside for safekeeping, to place or leave in a location.~~

~~5-20-02 Unlawful Camping.~~

~~It shall be unlawful for any person to camp, occupy camp facilities, or use camp paraphernalia in the following areas, except as otherwise provided:~~

~~(a) Any park.~~

~~(b) Any street.~~

~~(c) Any public parking lot or public area, improved or unimproved.~~

~~5-20-03 Storage of personal property in public places.~~

~~It shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in the following areas, except as otherwise provided by resolution of the City Council:~~

~~(a) Any park.~~

~~(b) Any street.~~

~~(c) Any public parking lot or public area, improved or unimproved.~~

~~(d) Personal property placed in these public areas shall be deemed to be stored personal property if it has not been removed from public areas within twenty-four (24) hours of service of written notice requiring such removal.~~

~~5-20-04 Property removal.~~

~~The enforcement officer may remove personal property unlawfully stored or found in a City park, any street, or any public parking lot or public area, improved or unimproved, as follows:~~

~~(a) The location of any personal property, including camp facilities and paraphernalia, shall be tagged and dated with a notice including the following:~~

~~It is illegal to store personal property in a City park, street, public parking lot, or public area, improved or unimproved. If this personal property is not removed by (specify at least twenty-four (24) hours / one (1) day from posting), THIS PERSONAL PROPERTY SHALL BE DEEMED INTENTIONALLY ABANDONED AND SUBJECT TO REMOVAL AND POSSIBLE DESTRUCTION.~~

~~(b) The notice shall also include (1) a general description of the personal property to be removed, (2) the date and time the notice was posted, (3) the location where the removed personal property will be stored, including a telephone number and the internet website of the City through which a person may receive information as to impounded personal property, and (4) that the impounded personal property may be discarded or destroyed if not claimed within ninety (90) days after impoundment.~~

~~(c) The enforcement officer may remove any personal property still unlawfully stored or remaining after the posting period has expired.~~

~~(d) Post-removal notice. Upon removal of personal property, written notice shall be conspicuously posted in the area from which the personal property was removed. The written post-removal notice shall include (1) a general description of the personal property removed, (2) the date and approximate time the personal property was removed, (3) a statement that the personal property has been stored in violation of TMC 5-20-03, (4) the location where the removed personal property will be stored, including a telephone number and the internet website of the City through which a person may receive information as to impounded personal property, and (5) that the impounded personal property may be discarded or destroyed if not claimed within ninety (90) days after impoundment.~~

~~(e) When City personnel discover any property left unattended in any public park, any street, or any public parking lot or public area, improved or unimproved, City personnel may immediately remove the unattended property for the safety and welfare of the public. The City considers unattended property to be lost property and shall deliver such property to Neighborhood Services, subject to the provisions set forth in this chapter.~~

5-20-05 Property disposition.

~~(a) Following removal of unlawfully stored or remaining personal effects, an enforcement officer shall:~~

~~(1) Maintain an inventory identifying the personal effects, where the personal effects were approximately located, and the reasonable value of each item;~~

~~(2) Place the removed personal effects in containers labeled in a manner facilitating identification by the enforcement officer and owner and which reasonably protect such property from damage or theft; and~~

~~(3) Store removed personal effects in an area designated by the enforcement officer for a period of ninety (90) days.~~

~~(b) If personal effects are claimed within ninety (90) days from removal, unless the property is connected to a crime or is illegal to possess, the enforcement officer shall release the stored property to the owner upon his or her identification of the property and the approximate location where the property was left by the owner.~~

~~(c) Unlawfully stored or found personal effects pursuant to this chapter remaining unclaimed at the end of ninety (90) days from removal shall be dedicated for public use, and may be given for charitable use to a local nonprofit agency, or placed for sale pursuant to this Code.~~

~~(d) All other unlawfully stored or found personal property removed is deemed intentionally abandoned and may be summarily abated and destroyed.~~

SECTION 2. REPLACED: Title 5, Chapter 20 is hereby added to read as follows:

**Chapter 5-20
UNLAWFUL CAMPING AND
PROTECTION OF REAL AND PERSONAL PROPERTY**

5-20-01 Definitions.

Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words and phrases used in this chapter.

(a) "Camp" shall mean to utilize camp facilities and/or paraphernalia, including but not limited to laying down of bedding for the purpose of temporarily or permanently sleeping or living at that location. An activity shall constitute camping when it reasonably appears, in light of all the circumstances, the participants in conducting these activities are in fact using the area as a sleeping or living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging.

(b) "Camp facilities" shall mean tents, huts, lean to's, tarps, cardboard boxes or structures, vehicles, vehicle camping outfits, or other materials forming temporary shelter.

(c) "Camp location" means a physical location where the activities of camping are undertaken.

(d) "Camp paraphernalia" shall mean tarpaulins, cots, beds or bedding, bedrolls, sleeping bags, hammocks, or non-city designated cooking facilities and similar equipment.

(e) "Establish" means setting up or moving equipment, supplies or materials on to public or private property to camp or operate camp facilities.

(f) "Operate" means participating or assisting in establishing or maintaining an area to camp with camp facilities and camp paraphernalia.

(g) "Personal effects" shall mean medication, eye glasses, or other medical devices, a sanitary and non-verminous sleeping bag or bed roll, tents in usable and reasonably good condition, clean and non-verminous clothing stored in a manner protecting it from the elements, and personal property with an individual fair market value of Fifty and no/100ths (\$50.00) Dollars.

(h) "Private real property" means all privately owned real property including, but not limited to, sidewalks, streets, alleyways, and improved or unimproved land.

(i) "Public place" shall mean sidewalks, streets, alleyways, City and other government owned rights of way, or other public space.

(j) "Public real property" means all local government-owned property including, but not limited to parks, parking lots, sidewalks, streets, alleyways, and any improved or unimproved land.

(k) "Sensitive Use" means real property used as a school, childcare facility, public park, public library, senior citizens center or other use designated as a sensitive use by adopted resolution of the City Council.

(k) "Store" shall mean to put aside or accumulate for use when needed, to put aside for safekeeping, to place or leave in a location.

5-20-02 Unlawful locations for camping; unlawful washing.

(a) It is unlawful and a public nuisance for any person to camp, occupy camp facilities, or use camp paraphernalia or to establish or maintain a location to camp in the following areas:

(1) Any public property; or

(2) Any private property.

(i) It is not intended by this section to prohibit overnight camping on private residential property by friends or family of the property owner, so long as the

owner consents and the overnight camping is limited to not more than one consecutive night.

- (ii) Nothing in this article is intended to prohibit or make unlawful, activities of an owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property for residential or other purposes; and provided further, nothing is intended to prohibit or make unlawful, activities of a property owner or other lawful user if such activities are expressly authorized by this Code or other laws and regulations.
- (iii) Nothing in this article is intended to prohibit or make unlawful the mere possession of or transportation of camp facilities or camp paraphernalia on public or private property, except as provided in this article.

(b) It is unlawful and a public nuisance for any person to wash one's body or belongings in a fountain.

(c) A violation of this section may be redressed as follows:

- (1) A violation of this section shall be subject to the administrative citation fines and process pursuant to Chapter 2-11 TMC.
- (2) Notwithstanding any other provision of this code, a violation of this section is a misdemeanor punishable by imprisonment not exceeding one (1) year or by fine not exceeding One Thousand and no/100ths Dollars (\$1,000) Dollars, or by both.
- (3) Violations of this section may be abated as public nuisances by the City pursuant to the provisions of this code, including but not limited to Chapter 5-5 TMC, or under any applicable provision of State law.
- (4) Nothing in this section shall limit any of the other penalties provided for in State or Federal law.

5-20-03 Camping, sitting, lying, sleeping or camping on a public place prohibited.

- (a) No person may sit, lie, sleep or camp on a public place at any time.
- (b) No person may sit, lie, sleep or camp in any pedestrian or vehicular entrance to public property or private property abutting a public sidewalk or other public right-of-way, including for example, private doorways or entryways abutting a public sidewalk.

(c) No person may sit, lie, sleep or camp on a property defined or designated as a sensitive use. A property is of a sensitive use if it is a school, childcare facility, public park, public library or any other use designated as a sensitive use by adopted resolution of the City Council.

(d) In addition to any other remedy provided by law, any person found in violation of this section may be immediately removed from the premises.

(e) A violation of this section may be redressed as follows:

(1) A violation of this section shall be subject to the administrative citation fines and process pursuant to Chapter 2-11 TMC.

(2) Notwithstanding any other provision of this code, a violation of this section is a misdemeanor punishable by imprisonment not exceeding one (1) year or by fine not exceeding One Thousand and no/100ths Dollars (\$1,000) Dollars, or by both.

(3) Violations of this section may be abated as public nuisances by the City pursuant to the provisions of this code, including but not limited to Chapter 5-5 TMC, or under any applicable provision of State law.

(4) Nothing in this section shall limit any of the other penalties provided for in State or Federal law.

(f) The City shall adhere to State law as it pertains to mobile and sidewalk vendors.

5-20-04 Storage of personal property in public places.

It shall be unlawful for any person to store or leave unattended personal property, including camp facilities and camp paraphernalia, in any park, parking lot, street, sidewalk, alley, other right of way or any public real property, except as otherwise provided by resolution of the City Council. Personal property placed in these public areas shall be deemed to be stored personal property if it has not been removed from public areas within twenty-four (24) hours of service of written notice requiring such removal.

5-20-05 Personal property removal.

The enforcement officer may remove personal property stored or found in violation of section 5-20-04, as follows:

(a) The location of any personal property, including camp facilities and paraphernalia, shall be tagged and dated with a notice including the following:

It is illegal to store personal property in a City park, street, public parking lot, or public area, improved or unimproved. If this personal property is not removed by (specify at least twenty-four (24) hours / one (1) day from posting), THIS PERSONAL PROPERTY SHALL BE DEEMED INTENTIONALLY ABANDONED AND SUBJECT TO REMOVAL AND POSSIBLE DESTRUCTION.

(b) The notice shall also include: (1) a general description of the personal property to be removed; (2) the date and time the notice was posted; (3) the location where the removed personal property will be stored; including a telephone number and the internet website of the City through which a person may receive information as to impounded personal property; and (4) that the impounded personal property may be discarded or destroyed if not claimed within ninety (90) days after impoundment.

(c) The enforcement officer may remove any personal property still unlawfully stored or remaining after the posting period has expired.

(d) Post-removal notice. Upon removal of personal property, written notice shall be conspicuously posted in the area from which the personal property was removed. The written post-removal notice shall include: (1) a general description of the personal property removed; (2) the date and approximate time the personal property was removed; (3) a statement that the personal property has been stored in violation of TMC 5-20-04; (4) the location where the removed personal property will be stored, including a telephone number and the internet website of the City through which a person may receive information as to impounded personal property; and (5) that the impounded personal property may be discarded or destroyed if not claimed within ninety (90) days after impoundment.

(e) When City personnel discover any personal property left unattended on or around any City owned real property, City personnel may immediately remove the unattended personal property for the safety and welfare of the public. The City considers unattended personal property to be lost personal property and shall deliver such personal property to Neighborhood Services, subject to the provisions set forth in this chapter.

5-20-06 Personal property disposition.

(a) Following removal of unlawfully stored or left unattended personal effects, an enforcement officer shall:

(1) Maintain an inventory identifying the personal effects, where the personal effects were approximately located, and the reasonable value of each item;

(2) Place the removed personal effects in containers labeled in a manner facilitating identification by the enforcement officer and owner and which reasonably protect such property from damage or theft; and

(3) Store removed personal effects in an area designated by the enforcement officer for a period of ninety (90) days.

(b) If personal effects are claimed within ninety (90) days from removal, unless the property is connected to a crime or is illegal to possess, the enforcement officer shall release the stored property to the owner upon his or her identification of the property and the approximate location where the property was left by the owner.

(c) Unlawfully stored or found personal effects pursuant to this chapter remaining unclaimed at the end of ninety (90) days from removal shall be dedicated for public use, and may be given for charitable use to a local nonprofit agency, or placed for sale pursuant to this code.

(d) All other unlawfully stored or found personal property removed is deemed intentionally abandoned and may be summarily abated and destroyed.

SECTION 3. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 4. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of August, 2024, by the following vote:

AYES:	(0)
NOES:	(0)
NOT PARTICIPATING:	(0)
ABSENT:	(0)

Signed and approved this 10th day of September, 2024.

SIGNED:

Amy Bublak, Mayor

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California

APPROVED AS TO FORM:

George A. Petrulakis, City Attorney



City Council Staff Report

8/27/2024

From: Paul Loehr, Risk Management Director
 Prepared by: Paul Loehr, Risk Management Director
 Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Authorize the City Manager to enter into another agreement with Legacy Health Endowment for the City to continue to support the Person-Centered Care Program from October 1, 2024 to September 30, 2025 and appropriate \$400,000 from Fund 119 "American Rescue Plan Act" unassigned reserve to account 119-10-188.43060_000 "Contract Services General."

2. DISCUSSION OF ISSUE:

The City's participation in the Person-Centered Care Program started as a recommendation in a report from the City's Ad Hoc Committee on the Homeless that was presented to the City Council on February 22, 2022. Contained within that report was a recommendation to prevent additional homelessness by supporting Legacy Health Endowment's (LHE) program for respite care and homemaker services for families in need. As noted in the report, the need to assist families caring for aging parents, a spouse or partner with dementia or Alzheimer's, or families caring for a disabled child or adult increases as the City's population ages in place. This program provides those eligible residents with respite care and homemaker services at no cost.

On May 24, 2022, the City Council approved a \$200,000 grant from City American Rescue Plan Act (ARPA) funds to supplement the \$650,000 funding that LHE secured to implement a pilot program to provide Person-Centered Care services to qualifying individuals and families. The \$200,000 provided by the City was used to increase the program scope solely for residents of Turlock. The goal of the program was and still remains to prevent residents who live at home from being unnecessarily displaced into long-term care facilities or homelessness by providing respite care and homemaker services to them at home. On October 10, 2023, the City Council approved another agreement with LHE to continue to support the Person-Centered Care Program for an additional year from October 1, 2023 to September 30, 2024. A budget appropriate was approved in the amount of \$400,000 from ARPA funds to pay for these services.

This request is to continue to support the Person-Centered Care Pilot Program for another year from October 1, 2024 to September 30, 2025 by approving another City-provided grant in the amount of \$400,000 using ARPA funding. As an alternative, the City Council may choose to use General Funds reserves to pay for these services. According to the City's Finance Director, there are no other City funding sources that can be used to pay for these services. Staff will continue to work with Townsend Public Affairs to seek future grant opportunities for this program.

Included with this report is an annual update from Jeffrey Lewis with LHE on the Person-Centered Care Program. As reported, eligible seniors and disabled Turlock residents

qualify for services that range from respite care, homemaker services, mental health assistance, palliative care, food assistance, medication assistance, home modifications, durable medical equipment support, and access to primary care providers through this program. The program aims to provide an added layer of support for families who are caring for aging or chronically ill individuals at home by increasing their access to medical and non-medical resources and services in the community. Currently, the City has approximately 69 participants in the program with 60% of those enrolled in the program being female and the average age of enrollees being 70.72 years old. It is worth mentioning that 64% of Turlock enrollees reported three or more chronic conditions and 90% of enrollees reported needing assistance with two or more Activities of Daily Living (ADL). The update also provides information on fall risk assessments, loneliness and depression screening, unmet social needs, home care, food assistance, home modifications, durable medical equipment and personal care items, palliative care and counseling, and Person-Centered Care stories of Turlock residents who were helped by the program.

If approved, LHE will continue to monitor the program and provide an annual update to the City Council on measurable results of the program so that future assessments can be made by the City Council of the City's continued support of the program.

3. BASIS OF RECOMMENDATION:

This recommendation is based upon the Ad Hoc Committee proposals as outlined in the report dated February 22, 2022, LHE's Turlock Person-Centered Care Update presented by Jeffrey Lewis to City Council on August 27, 2024, and ongoing discussions between the City and LHE.

4. FISCAL IMPACT / BUDGET AMENDMENT:

A budget appropriation is necessary in the amount of \$400,000 to fund the program. The City Council has the option to allocate unrestricted reserves in Fund 119 "American Rescue Plan Act" to account 119-10-188.43060_000 "Contract Services General" for the one-year term of this contract.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council may choose not to enter into an agreement for these services or approve another amount to support the program.
- B. Council could choose to use General Fund reserves as an alternative funding source.

9. ATTACHMENTS:

- 1. Resolution - Agreement for Person-Centered Care 8-27-24
- 2. Agreement - Person-Centered Care 8-27-24

WHEREAS, included with this report is an annual update from Jeffrey Lewis with LHE on the Person-Centered Care Program. As reported, eligible seniors and disabled Turlock residents qualify for services that range from respite care, homemaker services, mental health assistance, palliative care, food assistance, medication assistance, home modifications, durable medical equipment support, and access to primary care providers through this program. The program aims to provide an added layer of support for families who are caring for aging or chronically ill individuals at home by increasing their access to medical and non-medical resources and services in the community. Currently, the City has approximately 69 participants in the program with 60% of those enrolled in the program being female and the average age of enrollees being 70.72 years old. It is worth mentioning that 64% of Turlock enrollees reported three or more chronic conditions and 90% of enrollees reported needing assistance with two or more Activities of Daily Living (ADL). The update also provides information on fall risk assessments, loneliness and depression screening, unmet social needs, home care, food assistance, home modifications, durable medical equipment and personal care items, palliative care and counseling, and Person-Centered Care stories of Turlock residents who were helped by the program; and

WHEREAS, if approved, LHE will continue to monitor the program and provide an annual update to the City Council on measurable results of the program so that future assessments can be made by the City Council of the City's continued support of the program; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to enter into another agreement, with Legacy Health Endowment for the City to continue to support the Person-Centered Care Program from October 1, 2024 to September 30, 2025 and appropriate \$400,000 from Fund 119 (American Rescue Plan Act (ARPA)) Unassigned Reserve to Expense Account Number 119-10-188.43060_000 "Contract Services General."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of August 2024, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of
Stanislaus, State of California



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
LEGACY HEALTH ENDOWMENT
for
PERSON-CENTERED CARE PILOT PROGRAM IN THE CITY OF TURLOCK**

Contract No. 24-_____

THIS AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“CITY”), and Legacy Health Endowment, a California nonprofit public benefit corporation, hereinafter referred to as “LHE.”

WITNESSETH:

WHEREAS, LHE is a Turlock-based charitable foundation tasked with improving the health and wellbeing of residents in its service area, which includes the entirety of the City of Turlock, and

WHEREAS, LHE implemented a Person-Centered Care pilot program in 2022 with the goal of helping ensure that socially isolated seniors, families, and disabled residents have access to needed services to avoid either unnecessary placement into a long-term care facility or hospital, or falling into homelessness, by providing long-term care and other wraparound services at home (the “PCC Pilot Program”); and

WHEREAS, the services under the PCC Pilot Program are to be provided at no cost to the qualifying seniors, families, and disabled residents, and

WHEREAS, LHE has succeeded in securing \$650,000 in funding for the PCC Pilot Program of which a proportionate share is being expended in the CITY; and

WHEREAS, the CITY provided \$200,000 towards the PCC Pilot Program in 2022 for a one-year period; and

WHEREAS, the CITY provided \$400,000 towards the PPCC Program in 2023 for a one-year period and LHE is now requesting an additional \$400,000 to continue the PCC Program for another year.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF SERVICES:** LHE shall provide the services listed in the Scope of Services attached hereto as Exhibit “A” and referenced in this agreement as the “Person-Centered Care Services.” As provided in the Scope of Services, LHE shall provide up to quarterly reports to the CITY’s Council and a final report regarding the measurable results of the PCC Pilot Program.

2. **PERSONEL AND EQUIPMENT:** LHE shall provide and/or arrange for the provision of all program partners, subcontractors, personnel, services, and equipment needed to accomplish the Person-Centered Care Services.

3. **REQUIREMENTS FOR SERVICES:** LHE shall provide and/or arrange for the provision of Person-Centered Care Services without any religious test or requirement for a person seeking Person-Centered Care Services including, without limitation, a requirement that a person seeking such services must attend religion-based or faith-based treatment programs or religious services and there shall be no interference with the free exercise of religion of any person seeking Person-Centered Care Services.

4. **CITY FUNDING OF PROGRAM:** CITY agrees to provide Four Hundred Thousand and No/100 Dollars (\$400,000) to help continue the PCC Pilot Program for another year in addition to the Two Hundred Thousand and No/100 Dollars (\$200,000) provided in 2022 and Four Hundred Thousand and No/100 Dollars (\$400,000) provided in 2023. The \$400,000 shall be paid to LHE in equal payments of One Hundred Thousand and No/100 Dollars (\$100,000) on a quarterly basis. These funds provided by the CITY can only be expended for the benefit of residents of the CITY participating in the PCC Pilot Program.

5. **TERM OF AGREEMENT:** This Agreement shall be effective through September 30, 2025. Before that date, either Party may terminate this agreement for any reason with such termination to take effect 30 days after written notice has been delivered to the other Party. If the agreement is terminated before September 30, 2025, LHE will reconcile any remaining unspent funds provided by the CITY for the PCC Pilot Program as of the effective date of termination, and return those unspent funds to the CITY within 60 days.

6. **INSURANCE:** During the term, LHE shall maintain in full force and effect policies of insurance and shall ensure that its program partners and subcontractors maintain in full force and effect policies of insurance as set forth in the Insurance Addendum attached hereto as Exhibit “B” pursuant to the requirements listed therein; provided, however, that nothing in this Section 6 or in Exhibit “B” shall require LHE to provide a benefit in a manner that constitutes “Self-Dealing” as defined in Section 4941 of the Internal Revenue Code of 1986, as amended, and the regulations thereto (“Self-Dealing”).

7. **INDEMNIFICATION:** LHE shall indemnify, defend, and hold harmless CITY and its agents, employees, and volunteers from and against all liabilities, claims, damages, losses and expenses (including without limitation any costs and fees, including attorney fees, of litigation or alternative dispute resolution) of every nature arising out of or in connection with the PPC Program or providing Person-Centered Care Services, caused in whole or in part by any act or omission of LHE, its agents, officers, representatives, employees, and volunteers, and any program partner or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, except such loss or damage which was caused by the sole negligence or willful misconduct of CITY; provided, however, that nothing in this Section 7 shall require LHE to make a payment or otherwise provide a benefit in a manner that constitutes Self-Dealing. In addition, LHE will ensure that its program partners and subcontractors indemnify the City and related parties as set forth in the Insurance Addendum in Exhibit "B."

8. **INDEPENDENT CONTRACTOR RELATIONSHIP:** All acts of LHE, its agents, officers, representatives, employees, and volunteers, any program partner or subcontractor, and all others acting on behalf of LHE relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, employees, or other representatives of CITY. LHE, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. LHE has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of LHE. It is understood by both LHE and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or joint venture.

9. **CONFORMANCE WITH FEDERAL AND STATE LAW:** All Person-Centered Care Services provided or arranged by LHE in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

10. **NONDISCRIMINATION:** In connection with the execution of this Agreement, LHE shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or national origin. LHE shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not limited to, the following: employment, promotions, demotions, or transfers, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. LHE shall also comply with the requirement of Title VII of the City Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, LHE shall comply with the provisions of Section 1735 of the California Labor Code.

11. **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. LHE shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. LHE specifically acknowledges

that in entering into and executing this Agreement, LHE relies solely upon the provisions contained in this Agreement and no others.

12. OBLIGATIONS OF LHE: Throughout the term of this Agreement, LHE and its program partners and subcontractors shall possess, or secure all licenses, permits, qualifications, and approvals legally required to conduct their profession or business. LHE warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities, and other resources necessary to provide the CITY with the services contemplated by this Agreement. LHE further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

13. NEWS AND INFORMATION RELEASE: The parties agree that neither will issue any news releases in connection with either the approval of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from the other party.

14. AMENDMENTS: Any amendment to this Agreement must be in writing and executed by both parties.

15. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

16. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

17. RECORDS INSPECTION AND AUDIT: LHE shall maintain adequate records to permit inspection and audit of the CITY funds provided under this Agreement for a period of four (4) years after CITY's payment under this Agreement. CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, any similar records, and personnel necessary for inspection or audit. Such records, or copies of such records, shall be provided to CITY upon request.

18. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

19. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

20. CITY BUSINESS LICENSE: LHE will have a City of Turlock business license during the term of this Agreement.

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

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

**LEGACY HEALTH ENDOWMENT, a
California nonprofit public benefit
corporation**

By: _____
Reagan M. Wilson, City Manager

By: _____
Jeffrey R. Lewis, President & CEO

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk

EXHIBIT A

SCOPE OF SERVICES

PERSON-CENTERED CARE STATEMENT OF WORK

Program Summary:

The purpose of this “Person-Centered Care” Program, is to put in place a public-private partnership model to provide community-based long-term care services (both clinical and non-clinical care) to individuals over 55 (or disabled and Medicare-eligible) with one or more comorbidities, who are in need of assistance with one or more “Activities of Daily Living” (such as bathing, grooming, feeding, and mobility). Our goal is to help ensure that socially isolated seniors, families, and disabled residents have access to needed services to avoid either unnecessary placement into a long-term care facility or hospital, or falling into homelessness, by providing long-term care and other wraparound services at home.

Our hypothesis is that by providing an extra layer of support through in-home personal care, wrap-around clinical and social services, and support for caregivers, we will allow chronically ill and disabled individuals to remain independent in their own homes longer, thereby meaningfully delaying or avoiding placement into long-term care facilities or falling into homelessness.

To deliver the Person-Centered Care (“PCC”) Pilot Program, Legacy Health Endowment is partnering with CareLinx, a for-profit community-based long-term care provider of non-medical, in-home support services, Community Care Choices, a nonprofit Palliative Care Program of Community Hospice Inc. (CHI), Community Health Centers of America, a federally qualified health center to launch the Person-Centered Care initiative, and TIN Rx, as our exclusive pharmacy partner.

Objectives:

- 1) To assist seniors and their caregivers with support to remain independent, at home, avoiding unnecessary hospital emergency room visits and premature placement into a long-term care facility or falling into homelessness.
- 2) Understand the healthcare and social care needs of community-dwelling older and disabled adults and their caregivers in Stanislaus County.
- 3) Observe changes in participant-reported outcomes, and in the utilization of health and social services in recipients of care through the Patient-Centered Care program.
- 4) Understand associations between self-reported outcomes for recipients of Person-Centered Care and their caregivers
- 5) Understand the costs of care associated with the delivery of comprehensive medical and social services in a home and community-based setting.

Duration: Twelve (12) months

Target Enrollment: Up to 200 participants/caregivers from the City of Turlock

Participant and Caregiver Evaluation: Participants and caregivers will undergo an initial pre-screening and intake process to ensure that they meet the eligibility criteria for the program, and to gather basic information on the needs for home-based care. A comprehensive needs assessment will be conducted in the home at baseline, with follow-up assessments at 2, 4, and 6 months after the start of program participation. Additionally, home-based care providers will collect additional data during home visits, to track acute care utilization, falls, care gaps, and care gap closures related to chronic disease management, referrals to and utilization of social services. At the end of the 6-month study, 20% of the study population will be targeted for an additional exit interview.

Outcomes of Interest:

The following outcomes will be tracked for participants and their caregivers throughout the study:

- Health-related quality of life
- Loneliness
- Daily symptoms and chronic pain
- Behavioral health measures for anxiety, depression
- Caregiver burden
- Acute care utilization (ED visits, hospitalizations)
- Total number of completed referrals and subsequent follow up care, including:
 - Care gap closures
 - Referrals for preventive care and routine management of chronic conditions
 - Referrals for behavioral health
 - Referrals to third-party community resources for unmet social needs (food, housing, transportation, social support)
 - Medication reconciliations performed and subsequent outcomes (e.g., deprescribing, generic substitutions)
 - Home safety evaluations performed and subsequent outcomes (e.g. falls)

Proposed Eligibility Criteria:

Inclusion:

- Person-Centered Care recipient must be a resident of the City of Turlock
- Person-Centered Care recipient must be age 55 years or older OR Person-Centered Care recipient must be Medicare disabled adult are recipients and caregivers must be able to communicate with care providers in a familiar language
- Person-Centered Care recipients with cognitive impairment are supported by cognitively intact caregivers to communicate with care providers
- Person-Centered Care recipient must require assistance with at least 1 activity of daily living (ADL- bathing, grooming, dressing, feeding, toileting, transfers, and mobility)
- Person-Centered Care recipient must have at least 2 chronic medical conditions
- Must not be enrolled in Medi-Cal

Exclusion:

- Person-Centered Care recipient and caregivers are unwilling to give informed consent
- Person-Centered Care recipient does not have a dwelling or permanent place of residence where care can be provided
- Person-Centered Care recipient is actively receiving Hospice care
- Person-Centered Care recipient is enrolled in TriCare or Medi-Cal
- Person-Centered Care recipient is actively receiving paid in-home care services through another source (such as Medi-Cal In-Home Support Services, Multipurpose Senior services Program Waiver)

Cost:

- \$400,000 to be paid by the City of Turlock under the terms and conditions of this Agreement.

Reporting:

- The Turlock City Manager and Deputy City Manager will receive updates every two (2) months. Updates to the City Council as requested, up to quarterly.
- The updates will include the number of Turlock residents enrolled and the average Person-Centered Care staff time approved for each recipient
- Patient demographics (age, race, income level, etc.)
- Explain if care is being provided to both the patient and the caregiver/spouse or partner.
- Report of housing status (Living alone, living with caregiver, etc.)
- Explain what kinds of services are being provided and how often.
- LHE will provide full accountability for how American Rescue Plan Act (ARPA) funds were spent on a quarterly basis.

Staffing:

Jeffrey Lewis, President and CEO of Legacy Health Endowment will be the executive in charge of the Person-Centered Care Initiative for City of Turlock. He can be reached at jeffrey@legacyhealthendowment.org or via phone 209/250-2315 / mobile 703/403-9695

EXHIBIT B

INSURANCE ADDENDUM PERSON-CENTERED CARE PROGRAM

1. INSURANCE:

LHE shall not commence work under this Agreement, and shall not allow any subcontractors or program partners to commence work under this Agreement, until LHE has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings. LHE and its subcontractors and program partners or, in the alternative, solely all of the subcontractors and program partners involved in work under this Agreement (the "Insurers"), shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by LHE, the sub-contractors and program partners, and their agents, representatives, and employees. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(A) **Insurance Coverage.** During the Term, the Insurers shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current AM Best's rating of no less than A VII and will provide City with written proof of said insurance. Insurers shall maintain coverage as follows:

(B) **General Liability.** Insurers shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

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

(D) **Errors and Omissions Liability.** LHE and City shall meet and confer to determine which subcontractors and program partners require errors and omission insurance due to the nature of their work, profession, or occupation. Those subcontractors and program partners shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the particular subcontractor or program partner's occupation or profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils,

commissions, directors, officers, employees, agents, volunteer, and representatives (“City’s Agents”); or the City shall be provided a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(E) **Commercial Automobile Liability.** Insurers shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

(F) **Waiver of Subrogation.**

- (i) FOR LHE. LHE hereby agrees to waive subrogation which any insurer of LHE may acquire from LHE by virtue of the payment of any loss. The commercial general liability policy and worker’s compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by LHE, its agents, employees, independent contractors, and subcontractors. LHE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- (ii) FOR SUBCONTRACTORS AND PROGRAM PARTNERS. With the exception of errors and omissions liability insurance, LHE, in a form approved by City, shall require subcontractors and program partners to waive subrogation which any insurer of such subcontractors and program partners may acquire from these subcontractors and program partners by virtue of the payment of any loss. The commercial general liability policy and workers’ compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by the subcontractors and program partners, their agents, employees, independent contractors, and subcontractors. LHE shall, in a form approved by City, require subcontractors and program partners to obtain any endorsement that may be necessary to affect this waiver of subrogation.

2. **ADDITIONAL INSURANCE REQUIREMENTS:**

Within five (5) days of the Effective Date, Insurers shall provide City with certificates of insurance for all of the policies required under this Agreement (“Certificates”), excluding the required workers’ compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Insurers shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers’ compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days’ prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City’s Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Insurers; (c) cover products and completed operations of Insurers, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded

to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Insurers' insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.



City Council Staff Report

8/27/2024

From: Anthony Sims, Economic Development/Communications Director
 Prepared by: Anthony Sims, Economic Development/Communications Director
 Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager to enter into an agreement with Kosmont & Associates, Inc., DBA Kosmont Companies to provide services for an Economic Development Strategic Plan Update in the amount not to exceed \$77,470 and appropriate this amount from unrestricted reserves within Fund 120 "Tourism Fund" to account 120-10-120.43288 "Economic Development Strategic Plan"

2. DISCUSSION OF ISSUE:

The current City of Turlock Economic Development Strategic Plan was adopted in June of 2017 and needs to be updated to reflect the current economy. An updated Economic Development Strategic Plan will establish economic development goals, strategies, investment opportunities, and implementation actions for the City over the next several years. An Economic Development Strategic Plan that is current will support existing businesses, as well as play an instrumental role in attracting innovative industries that will elevate Turlock into the future and strengthen its market position within the region for attracting jobs and economic development projects.

Staff issued an informal Request for Proposals (RFP) on April 3, 2024. The scope of services outlined in the RFP included:

- Analyze and update City economic vision and goals, provide a list of prioritized goals and objectives.
- Analyze and update City demographic characteristics and provide an assessment and analysis of Turlock's current market position.
- Provide City retail market analysis and retail gap analysis report.
- Provide City Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis
- Provide an assessment on Turlock's current business environment, the City's primary strengths and weaknesses, and the major opportunities for high quality job growth and business development.
- Provide implementation strategies and performance measures.
- Identify workforce gaps, potential job creation strategies, and industry sectors to target for the City.
- Provide initiatives to support and expand existing workforce development opportunities in the region, assess the role that Turlock staff should play, and connect residents and students with local businesses, jobs, and training opportunities.
- Identify goals and targets for the City to strive for such as Sports Complex Projects, suggested additions to the West Side industrial Specific Plan (WISP), Turlock Regional Industrial Park, drawing new businesses downtown, and other potential economic development project opportunities the City should consider.

- Identify potential funding mechanisms for infrastructure for Sports Complex Projects, suggested additions to the West Side industrial Specific Plan (WISP), and other potential economic development opportunities.
- Identification and prioritization of infrastructure and placemaking projects that could help create additional developments or address key business needs.
- Execute community outreach through planning and organizing 2 – 3 community workshops with internal and external stakeholders and community partners.
- Engage in interview sessions with City Councilmembers and various other initiatives.

The scope of services within the RFP included numerous additional duties as well.

The City received three (3) qualified proposals. An interview panel of City staff was formed to review and evaluate the proposals received and interview the consultants. The committee reviewed and scored all written proposals based upon the evaluation criteria set within the scoring rubric.

The scoring rubric criteria categories consisted of:

- *Qualifications of Key Personnel: 25 points possible*
- *Approach to Providing the Requested Scope of Services: 10 points possible*
- *Price Proposal: 25 points possible*
- *Innovation/Creative Approach: 25 points possible*
- *References: 15 points possible*
- *Total Points Possible: 100*

After review, the panel selected Kosmont Companies to develop and implement the City of Turlock Economic Strategic Plan Update.

With 38 years of experience within the economic development industry, as well as working with cities and public agencies on economic development strategies, Kosmont Companies has successfully managed over 1,000 economic development projects and initiatives.

3. BASIS OF RECOMMENDATION:

The current City of Turlock Economic Development Strategic Plan was adopted in June of 2017 and needs to be updated to reflect the current economy. An updated Economic Development Strategic Plan will establish economic development goals, strategies, investment opportunities, and implementation actions for the City over the next several years. An Economic Development Strategic Plan that is current will support existing businesses, as well as play an instrumental role in attracting innovative industries that will elevate Turlock into the future and strengthen its market position within the region for attracting jobs and economic development projects.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The total cost of the Economic Development Strategic Plan Update is not to exceed \$77,470. Staff is requesting an appropriation from Fund 120 "Tourism Fund" to account 120-10-120.43288 "Economic Development Strategic Plan".

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. 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.

8. ALTERNATIVES:

Council could choose not to enter into the agreement with Kosmont Companies to provide the City of Turlock an Economic Development Strategic Plan Update.

9. ATTACHMENTS:

1. Draft Resolution - Kosmont Companies - Economic Development Strategic Plan Update Services - final 8-20-24
2. PSA - EDSP Update - Kosmont 7-2024 final change on 8-20-24
3. Kosmont Companies Proposal Exhibit A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KOSMONT & ASSOCIATES, INC., DBA KOSMONT COMPANIES TO PROVIDE SERVICES FOR AN ECONOMIC DEVELOPMENT STRATEGIC PLAN UPDATE IN THE AMOUNT NOT TO EXCEED \$77,470 AND APPROPRIATE THIS AMOUNT FROM UNRESTRICTED RESERVES WITHIN FUND 120 "TOURISM FUND" TO ACCOUNT 120-10-120.43288 "ECONOMIC DEVELOPMENT STRATEGIC PLAN"

RESOLUTION NO. 2024-XXX

WHEREAS, the current City of Turlock Economic Development Strategic Plan was adopted in June of 2017 and needs to be updated; and

WHEREAS, an updated Economic Development Strategic Plan will establish economic development goals, strategies, investment opportunities, and implementation actions for the City over the next several years; and

WHEREAS, an Economic Development Strategic Plan that is current will support existing businesses, as well as play an instrumental role in attracting innovative industries that will elevate Turlock into the future and strengthen its market position with the region for attracting jobs and economic development projects; and

WHEREAS, City staff issued Request for Proposals (RFP) which included a scope of work related to economic development strategic plan activities on April 3, 2024. The City received three (3) qualified proposals; and

WHEREAS, An interview panel of City staff was formed to review the proposals received and interview the consultants. After review, the panle selected Kosmont & Associates, Inc., DBA Kosmont Companies to develop and implement the City of Turlock Economic Development Strategic Plan Update; and

WHEREAS, the total cost of the proposed Economic Development Strategic Plan Update is not to exceed \$77,470 and appropriate this amount from unrestricted reserves within Fund 120 "Tourism Fund" to account 120-10-120.43288 "Economic Development Strategic Plan"; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to enter into an agreement with Kosmont & Associates, Inc., DBA Kosmont Companies to provide services for an Economic Development Strategic Plan Update in the amount not to exceed \$77,470 and appropriate this amount from unrestricted reserves within Fund 120 "Tourism Fund" to account 120-10-120.43288 "Economic Development Strategic Plan".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of August, 2024, by the following vote:

AYES:	()
NOES:	()
NOT PARTICIPATING:	()
ABSENT:	()

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
KOSMONT & ASSOCIATES, INC., DBA KOSMONT COMPANIES
for
ECONOMIC DEVELOPMENT STRATEGIC PLAN UPDATE**

City Contract No. 2024-178

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Kosmont & Associates, Inc., Kosmont Companies, a California corporation (“Professional”), on this 27th day of August 2024 (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 Economic Development Strategic Plan Update (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 Section 1 through 53 of this Agreement, Sections 1 through 53 shall prevail

2. **Term.** The term of this Agreement shall be one (1) year and will commence on the Effective Date and terminate on the 27th day of August, 2025 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

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

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

5. **Work.**

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

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

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

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

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

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

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

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

6. **Compensation.**

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed Seventy-Seven Thousand Four Hundred Seventy Dollars and No/100ths (\$77,470.00), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. [Intentionally Omitted]

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

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

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

8.□ Time of Performance. Professional warrants that it will commence performance of the Services within Thirty (30) 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 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 with a current A M Best's rating of no less than A-:VIII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

25.1. □ General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

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

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

25.4. □ Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

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

25.6. □ Waiver of Subrogation. With the exception of errors and omissions 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 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 agrees to obtain any endorsement that may be necessary to affect 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) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) 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; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. □ Indemnification by Professional. To the fullest extent permitted by law. Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City’s Agents from and against any and all claims, loss, cost, damage, injury (including,

without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively “Liabilities”). Such obligations to defend, hold harmless, and indemnify City and City’s Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, 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: Anthony Sims, Economic Development Director –
Communications Officer
156 S. Broadway, Suite 230
Turlock, CA 95380**

With courtesy copies to:

**Petrulakis Law & Advocacy, APC
Attn: George A. Petrulakis, City Attorney
P.O. Box 92
Modesto, California 95353**

If to Professional:

**Kosmont & Associates, Inc., DBA, Kosmont Companies
Attn: Larry Kosmont
1601 N. Sepulveda Blvd., #382
Manhattan Beach, CA 90266**

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

City of Turlock
Attn: Anthony Sims, Economic Development Director –
Communications 156 S. Broadway, Suite 230
Turlock, California 95380
Telephone: (209) 668-6031
E-mail: ASims@turlock.ca.us

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

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

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

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

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

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

contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

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

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

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

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

44. □ 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.

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

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

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

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

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

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

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

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

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

[Signatures on Following Page]

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

PROFESSIONAL

Kosmont & Associates, Inc., dba Kosmont Companies, a California corporation

By: _____

Print Name: _____

Title: _____

Date _____

CITY

City of Turlock, a California municipal corporation

By: _____

Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Anthony Sims, Economic Development Director
– Communications Officer

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

ATTEST:

By: _____

Julie Christel, City Clerk

SECTION B. METHODOLOGY SECTION

CITY OF TURLOCK

Economic and Development Strategic Plan Update
RFP No. 24-005

EXHIBIT A

PROJECT UNDERSTANDING

Kosmont understands that the City is seeking qualified consultants to assess and update the City’s Plan (last updated in 2017) to reflect current market conditions and community economic development goals to guide the City for the next three to five years.

The goal of the EDSP update will be to not only revise the City’s demographic and market data, but also provide a current assessment of Turlock’s strengths, weaknesses, and opportunities for high-quality job growth and business development, establish a renewed vision for economic development in the City, identify and develop a list of prioritized goals and objectives to meet the economic development vision, and provide stakeholder-informed implementation strategies and performance measures.

Kosmont has outlined the following proposed scope of work.

PROJECT APPROACH

Approach to Tasks: *The prospective assignment and consulting services that Kosmont will provide will be of a relatively limited scope and duration, and advisory in nature. Kosmont will be making recommendations only, which advise the Client and jurisdictions, including its elected officials, appointed officials and staff, which they can accept or reject. None of Kosmont’s staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a "designated" position.*

TASK 1: KICK-OFF MEETING

Kosmont will conduct a virtual (or in-person as agreed upon) kick-off meeting with City staff to begin the assignment. The kick-off meeting will accomplish the following: discuss the scope of work provided by Consultant, outline project expectations and deliverables, gather and review at a high-level existing relevant documents, establish appropriate communication and reporting protocols, and address questions, opportunities, constraints, and objectives related to economic development in the City.

To gain a thorough understanding of the issues involved, Kosmont will review the 2017 EDSP, 2012 General Plan (with a focus on the Land Use and Economic Development and New Growth Areas and Infrastructure elements), along with zoning maps and previous studies related to land use and economic development (e.g., market analyses, strategic plans, etc.).

Lastly, Kosmont will discuss key economic development opportunity sites (“Sites” or “Opportunity Sites”) the City is looking to target for future economic development. These Sites may include City-owned properties or areas/corridors with strong economic development potential.



TASK 2: DEMOGRAPHIC AND ECONOMIC PROFILE

Kosmont will begin constructing the Plan by preparing a Demographic and Economic Profile (“Profile”) of the City. The Profile will illustrate key social and economic characteristics including population, daytime population, age, race/ethnicity, educational attainment, household incomes, median home values, disposable incomes, housing tenure, affordability of housing, commute patterns, resident/employment (business) concentrations, principal industries of employment, wage rates, and other metrics within specific geographic boundaries (e.g., City limits, neighboring cities/counties, trade areas), as deemed relevant.

Using findings from Task 2 and other community economic data reports, Consultant will identify workforce gaps and specific industry sector/subsectors the City may target based on long-term growth potential and fit with local workforce and real estate conditions.

Findings will be assembled in PowerPoint presentation format.

TASK 3: RETAIL MARKET DEMAND ANALYSIS

Consultant will prepare a Market Demand Analysis to examine existing demand for retail land use in the City and to assess major market parameters and constraints. Kosmont will begin by outlining the current national and regional land use trends and evaluate current market conditions and short/long-range potential for retail land uses. Kosmont will gather current and historical (up to 10 years) of data for variables including asset inventory, vacancy, market asking rents, market absorption rates, land values, new construction, and other relevant real estate data, as appropriate, to evaluate opportunities, constraints, and demand for retail land uses in the City.

Additionally, Kosmont will include an analysis of visitation trends to/from select geographies or Opportunity Sites using anonymized mobile app data (powered by Placer.ai) which will provide insights into consumer characteristics and retail sales surplus/leakage. The surplus/leakage data will inform of potential retail gaps or sales that may be leaking from the City to other areas per retail category.

Task 3 findings will be summarized in PowerPoint presentation format.

TASK 4: SWOT ANALYSIS

Kosmont will revisit the Opportunity Sites identified in Task 1 and determine, with cooperation from City staff, if areas should be removed and if new Sites should take priority and require additional evaluation. Once the Sites are finalized, Kosmont will conduct a Strengths, Weaknesses, Opportunities, and Threats (“SWOT”) Analysis for each area to evaluate development potential and determine which areas should be prioritized for future development. Additionally, the SWOT analysis will assess the City’s current business environment and the opportunities for high-quality job growth and business development in Turlock.

Task 4 findings will be summarized in PowerPoint presentation format.

TASK 5: COMMUNITY / STAKEHOLDER OUTREACH

Following the analytical portion of the EDSP (Tasks 1 through 4), Kosmont will present a draft of the analyses and solicit comments from key businesses, stakeholders, and community partners at two (2) or three (3) in-person community workshops. Comments received will assist in shaping the Plan and assessing the best economic development tools the City may use to achieve its goals.

During Kosmont's stay in the City for the community workshops, Consultant will also conduct a tour of the City to observe existing uses, surrounding land use patterns, limitations that may exist for attracting new development, principal commercial and employment areas, along with the Opportunity Sites identified in Task 1. Additionally, Kosmont will attempt to schedule in-person interview sessions with each of the five members of the Turlock City Council to gain a better understanding of the economic development strengths and challenges in Turlock, as well as economic development goals the City would like to achieve in the next three to five years. Councilmembers that are unavailable for an in-person interview session, will be contacted for a virtual interview via Microsoft Teams or Zoom teleconference platforms.

Findings from the community workshops and City Councilmember interviews will be summarized in PowerPoint presentation format.

TASK 6: ECONOMIC AND DEVELOPMENT STRATEGIC PLAN

Based on the results from Tasks 1 through 5, Consultant will prepare a draft Plan that includes an updated economic development vision, a list of prioritized goals and objectives, and implementation strategies and performance measures to be considered. Kosmont will begin by summarizing information from Tasks 1 through 5 in an executive summary that will highlight EDSP history and context, EDSP vision and goals, guiding principles, key objectives, principal findings from the analytical sections, and an overview of community and stakeholder engagement activities (emphasizing recurring themes and topics discussed).

Kosmont will identify strategies Turlock can use to meet its various economic development goals such as business expansion, attraction, and retention; supporting and expanding workforce development; and improving the quality of life in the City. In addition to these goals, the City would also like to explore economic development projects including additions to the West Side Industrial Specific Plan ("WISP"), Sports Complex projects, Turlock Regional Industrial Park, and other infrastructure or placemaking projects that would promote economic development in the City.

Consultant will identify potential funding mechanisms, development incentives, and economic development tools (e.g., Development Opportunity Reserve [D.O.R.®]; Enhanced Infrastructure Financing Districts [EIFD]; Sales Tax Assessment Revenue [STAR*®]) to fund infrastructure for the aforementioned economic development projects, as well as attract development that will achieve the City's goals. Kosmont will identify and prioritize infrastructure and placemaking projects that could help create additional development and/or address key business needs. The Plan will also provide specific recommendations regarding next steps and the priority of implementation measures. It will also provide objective measures of primary and secondary benefits (e.g., jobs, sales taxes, property taxes) expected from the recommended economic development Opportunity Sites, so that results can be quantified, and effectiveness measured.

SECTION B. METHODOLOGY SECTION

TASK 6: ECONOMIC AND DEVELOPMENT STRATEGIC PLAN (CONTINUED)

Lastly, Kosmont will estimate budget and staff requirements to implement the Plan, including providing high-level estimates of the financial benefits of recommended actions, and assess the role that City staff should assume to achieve these goals within three to five years.

The Plan will be produced in PowerPoint presentation format and a draft will be presented to City staff for review. Kosmont and City staff will review the draft Plan at one (1) virtual meeting (Note: This could be part of a monthly coordination meeting) and will go through one (1) to two (2) rounds of edits prior to submitting the final document. Once finalized, Kosmont will present the Plan at one (1) in-person City Council meeting.

TASK 7: MEETINGS

Throughout the duration of the assignment, Consultant will coordinate and regularly meet with City staff to review progress and ensure necessary information is received and incorporated into the Plan in a timely manner. Kosmont will lead virtual progress meetings and provide updates on administrative items and schedules and share draft materials ahead of major milestones for review and discussion. These coordination meetings will occur virtually via Microsoft Teams or Zoom teleconference platforms on a monthly basis, as appropriate.

Additionally, Kosmont will provide the City Council with virtual project updates on a quarterly basis via Microsoft Teams or Zoom teleconference platforms.

PROJECT SCHEDULE

Turlock EDSP Update	2024 SEPT.	OCT.	NOV.	DEC.	2025 JAN.	FEB.	MAR.	APR.	MAY
Task 1 Kickoff Meeting	█								
Task 2 Demographic and Economic Profile	█	█							
Task 3 Retail Market Demand Analysis		█	█						
Task 4 SWOT Analysis			█	█					
Task 5 Community / Stakeholder Outreach				█	█	█			
Task 6 Economic and Development Strategic Plan ("EDSP")						█	█	█	█
Task 7 Meetings	█	█	█	█	█	█	█	█	█

Project schedule is approximately 9 months. Tasks as laid out are generally sequential, but there is flexibility in the task order, schedule, and timing based on collaborating with City.



SECTION E. FEE PROPOSAL

CITY OF TURLOCK

Economic and Development Strategic Plan Update
RFP No. 24-005

BUDGET BREAKDOWN

This cost proposal is valid for 180 days from May 6, 2024.

Kosmont Budget: Turlock EDSP		KOSMONT COMPANIES	Ken K. Hira, President	Clark Whitten, Senior Advisor	Fernando Sanchez, Vice President	Subtotal
			\$395	\$370	\$250	
Tasks						
1	Kick-off Meeting		3	4	4	\$3,665
2	Demographic and Economic Profile		7	12	21	\$12,455
3	Retail Market Demand Analysis		7	11	22	\$12,335
4	SWOT Analysis		6	11	9	\$8,690
5	Community / Stakeholder Outreach		7	15	7	\$10,065
6	Economic and Development Strategic Plan		10	18	28	\$17,610
7	Meetings		10	10	10	\$10,150
<i>Total Labor Hours</i>			50	81	101	
Subtotal						\$74,970
<i>Reimbursable Expenses</i>						\$2,500
Total Project Budget						\$77,470

NOTE: Duties may be allocated between tasks and team members as deemed appropriate by Kosmont's Project Manager in order to adequately provide services to the Client and stay within budget. If needed, other team members not included herein may be assigned to work on this project in a support or research role.



Kosmont Companies Team



Thank you for the opportunity to submit our proposal.



KOSMONT COMPANIES
1601 N. Sepulveda Blvd., #382 | Manhattan Beach, CA 90266 | 424.297.1070
www.kosmont.com

SECTION E. FEE PROPOSAL

CITY OF TURLOCK

Economic and Development Strategic Plan Update
RFP No. 24-005

KOSMONT HOURLY RATES

Professional Services

President	\$395.00 / hour
Senior Vice President/Sr. Advisor/Sr. Managing Director	\$370.00 / hour
Vice President/Project Advisor	\$250.00 / hour
Senior Project Analyst	\$195.00 / hour
Project Analyst/Project Research	\$175.00 / hour
Assistant Project Analyst/Assistant Project Manager	\$150.00 / hour
Project Promotion/Graphics/GIS Mapping Services	\$ 95.00 / hour
Clerical Support	\$ 80.00 / hour



Additional Expenses

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost.
- 4) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 5) Consultant's **attendance or participation at any public meeting**, whether such participation is in person, digital, video and/or telephonic (e.g., City Council, Planning Commission, Public Agency Board, other) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this rate sheet.

Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2024.



KOSMONT COMPANIES
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City Council Staff Report

8/27/2024

From: Anthony Sims, Economic Development/Communications Director
 Prepared by: Anthony Sims, Economic Development/Communications Director
 Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Approving payment of annual investor invoice of \$50,000 for year four (4) of a five-year Memorandum of Understanding (MOU) with Stanislaus Business Alliance (Opportunity Stanislaus) Economic Development and Workforce Strategies and authorizing the City Manager approve annual payment.

2. DISCUSSION OF ISSUE:

The City of Turlock has been a member of the Stanislaus Business Alliance, currently known as Opportunity Stanislaus; since 1994. Opportunity Stanislaus focuses on economic development activities, workforce development and training assistance to provide professional one-stop services for existing and prospective companies in Stanislaus County.

The mission of Opportunity Stanislaus is to improve the economic vitality of Stanislaus County by helping local employers grow, attracting innovative companies to the county, and helping entrepreneurs start and grow their businesses. The Organization helps companies by assisting them in their workforce readiness needs, helping them to navigate through the regulatory process, introducing them to financial incentives and financing programs, and helping them locate appropriate sites and buildings to meet their needs.

Opportunity Stanislaus facilitates economic development and workforce training activities throughout the County and supports the efforts of the nine (9) Stanislaus County cities.

As part of the development of a new five-year plan for Opportunity Stanislaus, in April and May of 2021, 94 interviews were held with local business leaders, elected officials and others to evaluate how Opportunity Stanislaus has been performing and what the organization should focus on moving forward. From the information and feedback gathered, Opportunity Stanislaus created a five-year plan, called "Opportunity Stanislaus Next Level Together" (Attachment A). The plan consists of the following five initiatives:

1. Improve Economic Vitality in the Community
2. Expand Volt Institute
3. Grow Local Business
4. Lead Business-Driven Talent Development
5. Drive Public Policy/Advocacy for Stronger Business Growth

Additional details on each of the five initiatives and their specific mission, objectives and outcomes can be found in the attached plan.

The five-year MOU between the City of Turlock and Opportunity Stanislaus identifies the general actions and activities that will be undertaken by both parties to work together to proactively promote economic development in Turlock, to create and preserve jobs, strengthen the City's economic base and enhance the City of Turlock's revenue base.

3. BASIS OF RECOMMENDATION:

The purpose of the Memorandum of Understanding is to express collaboration between the City of Turlock and Opportunity Stanislaus with the joint implementation of the County-wide economic development and marketing strategy and to clarify roles and responsibilities. Throughout the Memorandum of Understanding, Opportunity Stanislaus has worked closely with City of Turlock staff providing support in various areas including:

- Assisting City of Turlock Human Relations Department in recruiting potential employees to the City.
- Marketing City of Turlock employment opportunities to the regional workforce.
- Providing economic development market analysis reports for retail recruitment to the City of Turlock.
- Providing available Turlock property information to prospective companies interested in establishing their business in the City of Turlock.
- Supporting and assisting City of Turlock Economic Development Department in a potential City Sports Complex Project.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Appropriate funds have been allocated during the budget process for fiscal year 2024-2025 in Fund 110 "General Fund" account 110-10-112.47243 "Stanislaus Alliance".

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. City Council may choose to reject the scope of work contained in the Memorandum of Understanding with Opportunity Stanislaus, choose not to approve payment of invoice, and not participate as an investor in Opportunity Stanislaus, the local economic development organization.

B. City Council may choose to provide feedback and direct staff to work with Opportunity Stanislaus on additional or amended items in the MOU.

9. ATTACHMENTS:

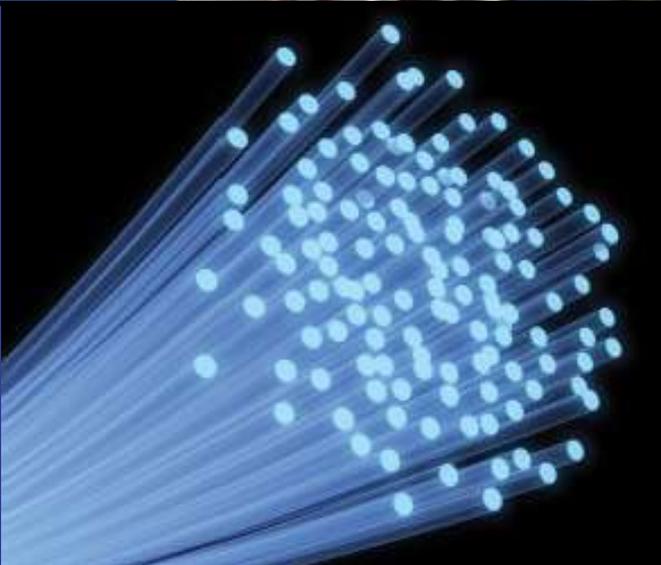
1. Opportunity Stanislaus Five Year Plan - Next Level Together
2. Inv_3091.4_from_Opportunity_Stanislaus_18168



OPPORTUNITY *Stanislaus*

**NEXT
LEVEL**

TOGETHER



WHAT WE'VE ACCOMPLISHED



As directed by the goals and objectives of the **Our Future Is Now** program of work, Opportunity Stanislaus has led, partnered with and/or played a critical supporting role in a number of community success stories, including:

BUSINESS ATTRACTION

- Identified and targeted good-fit companies to expand or relocate in Stanislaus County
- Partnered with the cities and the county to promote all eligible sites for new businesses

30+
New Companies Added to Diversify the Economic Base



EXISTING BUSINESS GROWTH AND EXPANSION

- Provided exceptional customized support to all businesses by helping them resolve issues pertaining to workforce, infrastructure, and community and housing services to help them grow

3000+
Jobs Added to Existing Local Industry



SMALL BUSINESS GROWTH

Provided training & professional no-cost business consulting services to local business owners in the following areas:

- Crafting a business plan
- Start up & funding assistance
- E-commerce
- Access to capital
- Financial management
- Connections to local, state, and federal resources
- Help with business expansion
- Much more

SBDC

184 New Small Business Startups



\$70
Million Revenue Growth from Clients



DEMAND-DRIVEN WORKFORCE READINESS

- Initiated comprehensive programs focused on in-demand jobs such as maintenance mechanics, production technicians, industrial fabrication, and more



200+ In Hard Skill Classes
160+ in Boot Camps & Soft Skills



\$2 Million Additional Capital Secured 

MESSAGING



Program Launch 2017

40 Employer Participants



WHERE WE'RE GOING

OPPORTUNITY Stanislaus

NEXT LEVEL

TOGETHER

Building on the unprecedented success of the **Our Future Is Now** five-year plan, Opportunity Stanislaus is uniquely positioned to take its economic and community impact to **THE NEXT LEVEL TOGETHER**. Our capital campaign will enable our five primary areas of focus.

IMPROVE ECONOMIC VITALITY IN THE COMMUNITY

- Attract higher-wage companies
- Seek industries not currently part of existing mix
- Lead/launch “Game Changer” project



EXPAND VOLT INSTITUTE

- VOLT ON THE GO
- Career Inspiration Center
- VOLT physical and curriculum expansion



GROW LOCAL BUSINESS

- Create new business starts through our consulting services
- Lead outreach campaign to attract/startup minority-owned businesses
- Develop/deliver workshops focused on the recovery/expansion of small business



LEAD BUSINESS-DRIVEN TALENT DEVELOPMENT

- HR Concierge Service
- Soft Skills Academy
- HR Fundamentals
- Rising Tides Talent Acquisition and Retention
- Work Ready Community – Build a Certified Workforce



DRIVE PUBLIC POLICY/ADVOCACY FOR STRONGER BUSINESS GROWTH

- Launch Northern San Joaquin Valley Economic Institute
- Lead/partner to secure at least one major policy win each year
- Launch CEO Roundtable



Why Opportunity Stanislaus?



Some might wonder why economic development is so important. Not only does the work of the economic developer support business and its desire to grow and succeed, but it also helps all of our local citizens have better jobs, enjoy better pay and have more resources to provide for their families.

Over the years we have attracted jobs and investment into the Northern San Joaquin Valley to provide a good quality of life for our citizens. In fact, over the past five years, we attracted more than 3,000 new jobs to the local economy. But as the global gig economy (digital platform) gains steam, we need to change and grow with

that economy. We need to preserve all the good things about our local economy, but we also need to aim higher to attract the jobs of the future and create cultural and recreational assets that young professionals want. The times are changing, and younger workers have more employment opportunities now than ever before. If we want to attract talent, we need to provide the lifestyle and job opportunities that young talent demands!

As the leadership of Opportunity Stanislaus, we are pleased to introduce a new five-year program of work that will help us get to the **next level together** with our partners and friends. We are ready to take the next step to work with key stakeholders in our region to boost the quality of life and make Stanislaus County and the Northern San Joaquin Valley region a place where people want to live and raise their families.

The timing couldn't be better! A global pandemic reinforced the importance of working together. As an organization, we are ready to step forward to make an even bigger difference in achieving greater economic vitality for all. The same pandemic has created new paradigms which benefit our region. People are looking for a place with more space and affordability. Employers are searching for sites that will give them access to large California markets but at a lower price and with more room to grow.

We invite you to be part of this important plan to improve the economy of Stanislaus County and the Northern San Joaquin Valley. Together we can make this a place where people want to be, a place where companies can succeed, and a community dedicated to a wonderful quality of life for themselves, their families, and their friends. Help us get to the "next level" of a better economy for all by investing in this **Opportunity Stanislaus – Next Level Together** plan.

A handwritten signature in black ink, appearing to read 'David White'.

David White
Chief Executive Officer

A handwritten signature in black ink, appearing to read 'Dillon Olvera'.

Dillon Olvera
Chairman of the Board

Where We Started

In 2016 the board of our predecessor organization, the Stanislaus Business Alliance, made a bold move: after 30 years of operations, they changed the structure of the organization to become a private sector-led organization and gave it the name Opportunity Stanislaus. The word “opportunity” suggests opportunity for all, opportunity for a better job and a better life. That year, our board hired Strategic Solutions, a nationally-recognized strategic planning firm located in Austin, Texas to write a plan and lead a campaign to launch Opportunity Stanislaus. As a startup organization, we delved into unknown territory, creating new programs aligning with the needs expressed by investors and raised \$5 million over 5 years to support those needs.

The five-year plan focused on four initiatives:

- Business Development
- Demand-Driven Workforce Readiness
- Messaging
- Entrepreneurship and Innovation



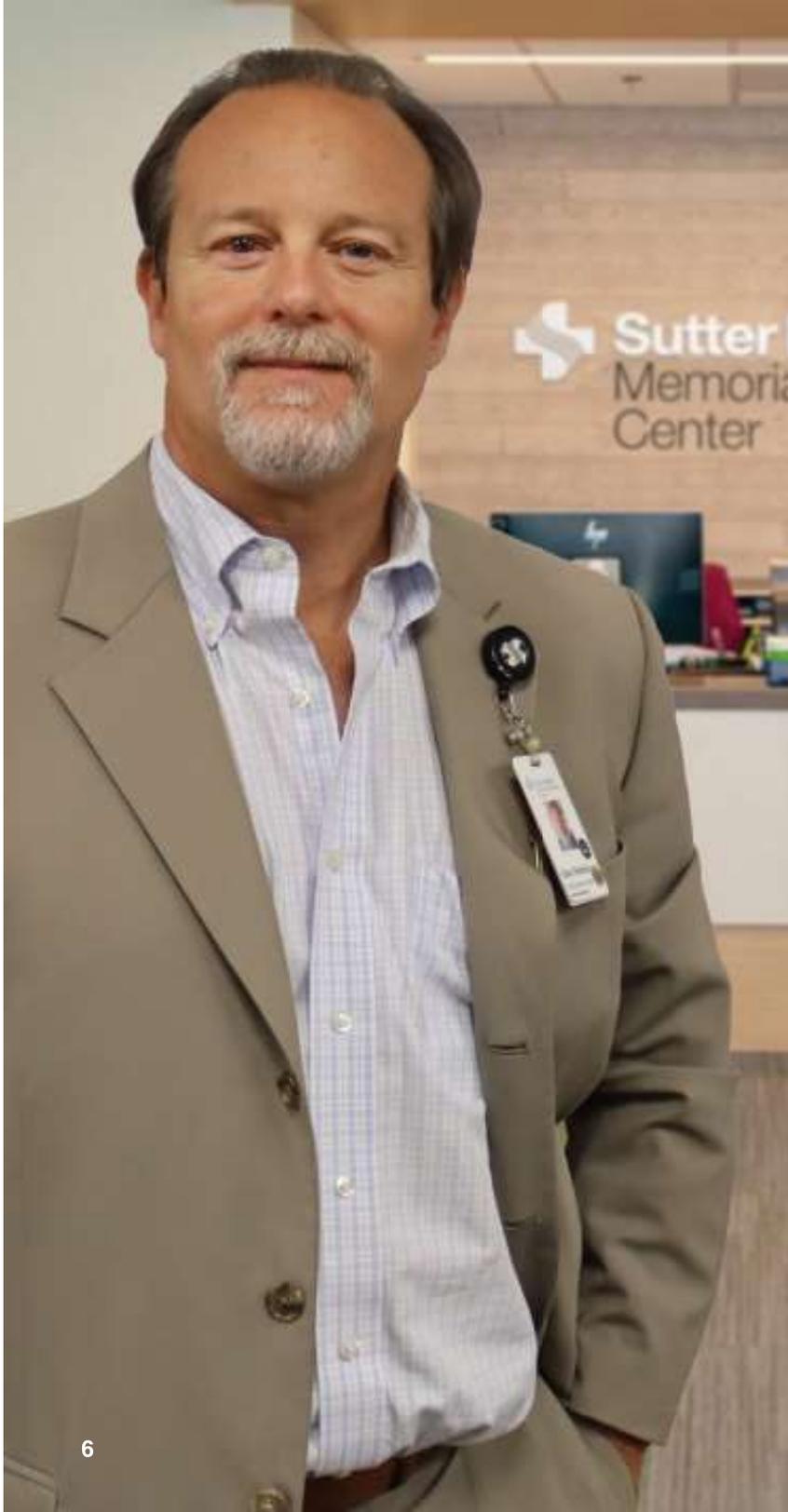
Early in the execution of our plan, additional areas of need were identified and added to our program of work. For example, at the time of our plan’s creation, VOLT Institute was not even in our collective vision. Since that time, we

have successfully launched VOLT Institute, an industry-led training center to help build advanced manufacturing skills, which were highly demanded by investors. We expanded VOLT to include leadership training, accessible and applicable to all industries. We started boot camps in PLC training, agile project management, and food safety.



We grew our offerings at Valley Sierra Small Business Development Center and received awards and recognition in the process. We launched talent development programs to serve the ever-growing needs of local business. Above all, we listened to your concerns and did what we could to help you as business leaders with your pressing issues.

With all that in mind, we again hired Strategic Solutions to write our plan and lead our campaign for the next five years. During April and May 2021, the Strategic Solutions team conducted 94 interviews with local business leaders, elected officials, and other important opinion leaders to get a sense of how *Opportunity Stanislaus* has performed, and what the organization should focus on going forward. More than 80 percent of the investor interviewees recognized either direct or indirect return on their investments. In the following pages you will find the details of our new *Opportunity Stanislaus – Next Level Together* plan. The plan consists of five initiatives, each with a specific mission, detailed objectives, and specific outcomes, all endorsed by top community leaders.



Message from Campaign Chair

Gino Patrizio

CEO, Memorial Medical Center (Sutter Health)

In 2018 I began calling Stanislaus County my home, and it has been both a pleasure and a privilege to experience the wonderful attributes of this county and region. Whether it has been joining the Graffiti cruise with hundreds of classic cars making their way down J Street in downtown Modesto or enjoying a dinner and glass of wine at the many fine restaurants that dot the region, I couldn't be prouder to be part of this great community. As the CEO of a major medical center, I have seen firsthand the passionate caring response of our health care workers and first responders to a global pandemic, taking little thought for themselves as they devote their time and energy to respond to a major health crisis. Some of my proudest moments have also come in witnessing the support these brave workers have received from across every segment of our community. This is a special region full of caring, committed people.

Throughout my career I have had the opportunity to work alongside others to improve the economic landscape and quality of life of the communities in which I have lived and served. One thing that became crystal clear when I came here was how easy it was to get involved in making a difference, and how welcome I felt. Having served on the board of directors of Opportunity Stanislaus for three years now, it is so inspiring to see the private sector joining the public sector to initiate positive change and increase opportunities for a better life for all our people.

Now we are embarking on a new five-year plan to take our work to a new level, collaborating with others around the region, the state, and the country to attract higher-paying jobs, to build new community assets to improve our quality of life, and to develop even more opportunities for our residents to learn quality skills in demand by current and future employers across our region. Through the Opportunity Stanislaus Next Level Together plan, we will build upon the momentum of the past five years, achieve even higher results, and bring this vision to fruition. Please join with me in supporting the important work of Opportunity Stanislaus. Getting to the **Next Level Together** means greater opportunity for all members of our community and a better quality of life for all.



From left to right: Gino Patrizio, Warren Kirk, Dennis Roberts, Chris Lehtikainen, Dave White, Raul Mendez, Kathryn Davis, Clive Grimbleby, Dan Leonard, Tyler Richardson, Susan Hensley, Paul Van Konyneburg, Jim Vieira, Sue Zwahlen, Dillon Olvera.

Message from your Campaign Leadership

As the Leadership Council for the *Opportunity Stanislaus* — *Next Level Together* campaign, we collectively endorse this plan as the right focus for Opportunity Stanislaus for the next five years. We are pleased that Opportunity Stanislaus will continue to grow VOLT Institute as a primary employee training asset in our region. We look forward to the new high-paying jobs and cutting-edge companies that will come here as part of our economic vitality initiative. We commit to support new cultural, educational, and recreational assets

which will help us attract and retain talent. We are excited to see the continued focus on local business, especially helping small businesses scale and succeed! We endorse the new focus on supporting key policy proposals that will help our communities, county and region grow. And we are happy that Opportunity Stanislaus will continue to address the talent development needs of our local businesses.

We pledge to work with both the public and private sectors of this great region to improve our economy and quality of life. We will do that inclusively, making sure that nobody is left behind. We are after all “Opportunity Stanislaus” and that means opportunity for all.





“VOLT Institute has been part of our employee skills development program since its inception in 2017. As we continue to grow and add new types of machinery, supporting our maintenance team with training and education is mission critical. We look forward to the new offerings that VOLT is bringing online in the future and are proud to partner with Opportunity Stanislaus for the betterment of our entire community.”

— Trent Mayol, President,
Pacific Southwest Container

EXPAND VOLT Institute

1

Mission

Train high-quality candidates to enter the workforce primarily in the manufacturing sector, with skills that are in demand by industries in the Northern San Joaquin Valley region. Our motto is “By Business, For Business, At the Speed of Business.”

Objectives

- Lead physical expansion of VOLT Institute to include the addition of a comprehensive, nationally -accredited, NIMS 9 Duty Area Maintenance Program. Include an advanced manufacturing Mechatronics program and an entry-level Certified Production Technician program certified by MSSC.
- Partner with SCOE to start a Career Inspiration Center to educate junior high and high school students throughout the county about the robust vocational careers available in our community. This includes a focus on both of VOLT’s key industries: manufacturing and agriculture.
- Lead VOLT ON THE GO: A program that takes the key mechanical and electrical training programs and makes them mobile, allowing VOLT to better service companies in rural or remote areas of the San Joaquin Valley.



- Expand VOLT micro-trainings and boot camps to allow for training growth that services a broader array of industries. Key training content will focus on executive leadership, front line management, agile project management, advanced PLC training, and more.
- Support VOLT-mirrored trainings for other industries to support the talent development of all our existing and emerging industries in the Northern San Joaquin Valley.

Expected Outcomes

- Training and placement of at least 400 people over the next five years in our key manufacturing programs such as Maintenance, Mechatronics, Production Technician, and Wine Cellar Operations.
- Launch VOLT ON THE GO program, which provides a mobile mechanical and electrical training application for our key hands-on training. Service a minimum of 25 “remote” companies through this program - remote being defined as companies located more than 15 miles away from downtown Modesto. This expansion of VOLT capabilities will enable companies and employees from more rural locations to be trained onsite.
- Upskill an additional 500 existing workers in key areas such as executive leadership, general management, and project management by 2026.
- Partner with SCOE to launch, fill, and operate a brick-and-mortar center that 6th-12th grade students from across the county can get visual and hands-on opportunities to learn about the vocational careers available in manufacturing, agriculture, health, and technology by the end of 2022.
- Attend and actively participate in regional educational

planning meetings that facilitate the growth of other industry-led training programs. New training programs in medical, software technology, and FIOSS construction are anticipated over the next five years. VOLT’s role will be to advocate for the model to be led by industry.

“As a major employer based in Merced County, we are excited to see the expansion and regional growth of VOLT Institute. The plan to offer mobile training programs in the future will have a significant impact on our ability to train and develop the talent we need for our business to thrive.”

— James Sherwood, The Morning Star Packing Company





“Valley First Credit Union started in Stanislaus County with the express purpose of improving financial outcomes for our communities and over seven decades later our commitment to service and prosperity remain strong. We believe in the people of the San Joaquin Valley, and our partnership with Opportunity Stanislaus is one of many ways we work to give back. Through programs that strengthen our workforce and regional assets, together we will bolster the quality of life for those who call this area home.”

— Kathryn Davis, President and CEO,
Valley First Credit Union

LEAD Business- Driven Talent Development

2

Mission

Enhance the skills of the existing regional workforce while simultaneously elevating recruitment practices to improve hiring and retention outcomes at local businesses.

Objectives

- Expand the HR Concierge Service, which provides recruiting assistance and human resources training opportunities exclusively for Opportunity Stanislaus investors. Extended services will include partnership with our staffing agency investors to capitalize on their expertise and resources.
- Launch Rising Tides, a training program that focuses on Human Resources best practices and fundamentals to ensure better hiring and retention outcomes for the region.
- Spearhead a soft skills academy for incumbents and members of the workforce resulting in a talent pool that is professional and knowledgeable in areas such as communication, employee expectations, and workplace etiquette.
- Create a customer service academy for front-line workers so that participants can learn best practices for service and better understand the



importance of their role in economic vitality, hospitality and tourism.

- Continue to drive work around sector strategies so that local youth and entry-level employees better understand the opportunities for careers in the region and the strategic steps toward progression in their jobs.
- Become known as a community that embraces the elevation of hiring outcomes for veterans through strategic partnership with business and local government.
- Grow education around the importance of employee engagement in retention outcomes by creating and disseminating research and highlighting the opportunity for participation in Best Places to Work: Central Valley.

Expected Outcomes

- Through our HR Concierge Service conduct 75 -100 employee recruitments for Opportunity Stanislaus investors to support their growth and expansion plans every year beginning in 2022, while capitalizing on the capabilities and potential inherent to working with investors in the staffing industry.
- Train 100 local Human Resources representatives in HR fundamentals including best practices for recruiting, hiring, onboarding and retention beginning in 2022 and continuing, contingent on secured funding.
- Enroll 100 participants - incumbents, students and members of the general public - in a soft skills academy, resulting in measureable improvement in efficiency and professionalism at local companies by 2026 and continue training indefinitely with secured funding.
- Partner with local tourism and hospitality interests to create and promote an online customer service



academy that will train 200 regional workers annually beginning in 2023.

- Create a program that seeks to promote the hiring of veterans in at least 25 local companies which will result in special consideration (from guaranteed interviewing to hiring) of 100 veteran applicants by 2026.
- By 2026 Opportunity Stanislaus will show a 25 percent increase in employee satisfaction within those companies engaged in Best Places to Work: Central Valley for two consecutive years as evidenced by annual employee survey data.



“We are in unprecedented times for overall success in workforce development. Our business community has a long history of expecting very good if not great work output from their staff. It has been found that the most successful organizations in our area understand that it is equally important that the workforce be able to expect great things from business. I believe Opportunity Stanislaus, with our forward thinking existing partners here locally, can collectively and collaboratively create the trainings and programs needed to drive our region forward. The natural results of these efforts will help so many in our community experience impressive outcomes for both employers and employees.”

— Chris J. Peterson
Principal, AVAILABILITY
Professional Staffing



IMPROVE Economic Vitality in Our County

3

Mission

Lead efforts to attract new companies from our target market segments, grow jobs from our current high-value businesses, and look to lead or partner in a limited number of significant projects with major payoffs to Stanislaus County, leading to increased

income levels and improved quality of life for all our citizens.

Objectives

- Maintain a robust local business retention and expansion program focusing on companies that attract new dollars from outside the county. Our hallmark is to support local businesses first because most of the new jobs will come from local sources.
- Focus on efforts to attract companies with higher-paying jobs, especially industries that either support our current industry base or represent a new, higher-paying industry not highly represented in the county.
- Lead one “game-changing project” that will significantly add new revenue to the county, improve the county’s brand as a good place to live, work and play, and draw positive attention and interest from outside the county. A “game

“As the CEO of a major corporation based in the San Joaquin Valley, it is important for us to attract top notch performers to our company. We competitively search for talent and many are interested in our positions and opportunities, but most have options all over the country. So I am excited that Opportunity Stanislaus is focusing on attracting projects that will enhance the quality of life in our region. Having strong cultural and recreational assets will make it more attractive for prime candidates to come here.”

— Dan Huber, Chief Executive Officer, Foster Farms



changer” implies a project that would create a new paradigm in the economic vitality of the county.

- Support other community development projects that will improve the quality of life in the county and make it easier for employers to attract talent to the county. These projects (currently being determined) could come from various community and/or public-based organizations and could include but are not limited to new recreation, arts or cultural attractions, transportation initiatives, and initiatives to beautify and promote the county to the outside world.
- Support the county’s regional tourism and branding initiative by being an active partner, adding our ideas and potential resources and talents to the initiative.

Expected Outcomes

- Attract at least 40 companies to the county by 2026 that offer jobs that pay at least 125 percent over the county average wage.
- Attract at least 20 companies from industries not currently part of the majority industry mix within the county by 2026.
- Lead and launch at least one “game-changing” project of at least \$100 million of investment by 2023. The project will be identified by 2023 with a successful decision to launch being made by 2026.
- Support at least 10 additional community development “quality of life” projects or “economic driver” projects over the course of the next five years. Supporting the project is defined by opening doors, signing letters of support, having groups make presentations to our board and investors, or providing experience and know how from our staff to the project.
- Attend meetings and act as a full participant in the



county’s regional tourism and branding initiative.

- Develop relationships of trust with all tradeable sector companies and investor companies, striving to visit at least 500 businesses per year. In these visits we will ask questions of business leaders to ascertain what opportunities, challenges and threats are posed to them. We will then report the aggregate data to policy makers at the local, county, state and federal level.

“I grew up in Modesto. I raised my children here. Now, as Mayor of Modesto, I want our children and grandchildren to have great jobs and stay here. I am so happy that Opportunity Stanislaus is committed to attracting high-paying jobs to our community and the region. The connection they have made to the Bay Area should prove very strategic in getting Bay Area companies to invest in our region.”

— Sue Zwahlen,
Mayor of Modesto





GROW Local Business

4

Mission

Create and deliver mentoring and programming resulting in continuous improvement and innovation of small businesses in Stanislaus County by providing expert, no-cost business advising, low-cost workshops and small business trainings.

Objectives

Responding to surveys, companies/organizations in Stanislaus County/Northern San Joaquin Valley responded that new business start-ups and growth and retention of existing businesses of all sizes is “extremely or very important”. The following objectives have been developed based on that input:

- Focus on underserved constituents by increasing business ownership among minority groups throughout Stanislaus and Tuolumne Counties.
- Identify and help establish businesses to expand within and beyond our region.
- Expand our outreach services to businesses in rural areas, providing access to training, business counseling and research capabilities.
- Increase networking opportunities among all stakeholders, understanding that connectivity creates growth.

“Opportunity Stanislaus provides the right tools and resources to help small businesses throughout our community. They’ve made a great difference to our growing business.”

— Karina Ramirez, Co-owner/Founder,
Memo’s Cocina & Tequila Bar



- Opportunity Stanislaus will become known as the leading technical assistance resource for entrepreneurs.

Expected Outcomes

- Create at least 200 new business starts and 700 new jobs through our consulting services by 2026.
- Lead an outreach campaign to attract and startup at least 75 more minority-owned businesses in Stanislaus County by 2026.
- Beginning in 2021, hold at least six annual business workshops targeting a minimum of 200 business owners.
- Host two annual business conferences focused on minority-owned businesses beginning in 2021.
- Open three business assistance satellite offices by 2024.
- Recruit at least eight additional business advisors from outlying areas of the county by 2023.
- Host/partner on four annual **Let's Talk Business** networking events beginning in 2021 in order to create a space for new and seasoned business owners to connect and share best practices.
- Collaborate with stakeholders to provide at least eight annual training opportunities beginning in 2021 that will result in 400+ small business owners being trained in financial management and small business practices.
- Create mentorship opportunities for at least 15 emerging entrepreneurs each year beginning in 2021 in partnership with regional institutions of higher learning.
- Report at least \$80 million of new revenue growth among SBDC clients over the next five years.



“Successful small businesses are essential to the growth of our community. The resources and support that Opportunity Stanislaus provide have contributed greatly to the success of our company over many years.”

— Jonathan Sciabica, CEO,
Sciabica Family California Olive Oil





DRIVE Public Policy & Advocacy for Stronger Business Growth

5

Mission

Lead the county and region in data-driven public policy initiatives to draw attention to and influence policy decisions supporting business growth and advocating for a better business climate statewide.

“As the business community, we need to use our influence to encourage political decisions that will benefit our regional economy. I am excited that Opportunity Stanislaus is taking this up as an area of focus.”

— Jim Vieira, President at California Mill Equipment Company and P&F Metals

Objectives

- Create a regional economic research institute with the San Joaquin Partnership to produce important economic research supporting and driving public policy decisions that will spur economic growth.
- Remain a strong partner in regional and statewide business initiatives such as the Bay Area Megaregion Alliance and the New California Coalition. The purpose of these groups is to collaborate on important topics like transportation, jobs, housing, and creating a better business climate.
- Build our ability to provide data-driven research to support business growth.
- Launch and facilitate a quarterly CEO Roundtable to drive public policy initiatives. This group of CEOs will learn about important projects and initiatives impacting the regional economic vitality. They will decide if Opportunity Stanislaus



will support, oppose, or remain neutral on these initiatives and at what scale.

- Acquire robust data analytics tools enabling us to help businesses scale, attract new businesses to the area, create strategies for diversification of our industry base, provide data support for important projects, and help our cities understand which retailers and businesses to attract based on consumer trends and behaviors.
- Lead annual business delegations to Washington DC and Sacramento to influence public policy decisions that will benefit our regional economy. These delegations will focus on the Stanislaus County/Northern San Joaquin Valley region and include public and private leadership.

Expected Outcomes

- Taking the lead, or in partnership with other organizations, secure at least one major pro-business policy win each year starting in 2022.
- Taking the lead or in partnership with other organizations, starting in 2023 attract at least \$2 million annually from federal or state sources to support major infrastructure or economic development initiatives.
- Launch the Northern San Joaquin Valley Economic Institute in 2022.
- Continue Opportunity Stanislaus participation in the Bay Area Megaregion Alliance and the New California Coalition. Produce at least one major public policy win per year beginning in 2022 as a result of active participation in these groups.
- Purchase stronger data analytic tools beginning in 2022 providing real time consumer data. These tools will enable us to help local businesses scale, attract new business investment, and assist local retail and entertainment venues.



- Launch a CEO Roundtable in 2021 that will meet quarterly to weigh in on important public policy initiatives. The Opportunity Stanislaus Board of Directors will select the CEOs to be invited to be part of the Roundtable. Our goal will be to investigate and take positions on at least two to four key policy initiatives each year. Effectiveness of the group will be determined via an annual CEO Roundtable survey.
- Partner with local government and other business organizations to lead an annual delegation to Washington DC and Sacramento to advocate for important regional projects beginning in 2022.

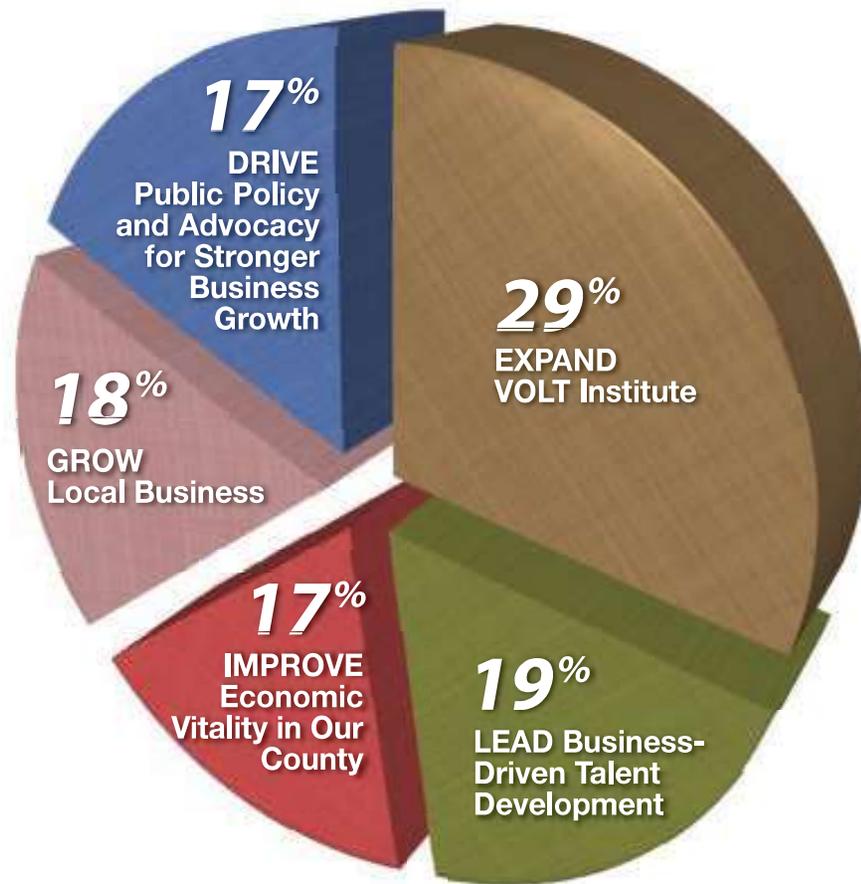
“As an elected official I am very glad that Opportunity Stanislaus will be using its influence to support important public policy decisions. I am particularly pleased to learn that we will have an Economic Research Institute in place that will produce studies designed to support important issues surrounding economic development, infrastructure, and business climate.”

— Mani Grewal, Supervisor,
Stanislaus County Board of Supervisors,
District 4



Campaign Goal

How your investment dollars will be spent:



Annual Budget	\$1,800,000
Five-Year Budget	\$9,000,000

ANNUAL INVESTMENT LEVELS:

Game Changer	\$50,000 +
Chairman's Circle	\$25,000 +
President's Council	\$10,000 +
Strategic Partner	\$5,000 +
Growth Partner	\$2,500 +
Community Partner	\$1,000 +



Investor Benefits

Game Changer: \$50,000 +

- Highest priority consideration for seat on Opportunity Stanislaus Board of Directors
- Membership in the Chairman's CEO Roundtable for your C suite level executive
- 60% discount on VOLT hard skill classes and boot camps
- Quarterly meeting with CEO to ensure your return on investment
- Prominent logo recognition and profile on OS website
- Other tailored benefits of specific interest to you will be developed as part of your ongoing "one-on-one" meetings with OS leadership
- HR Concierge with ten free recruitments per year
- Year-round complimentary research

Chairman's Circle: \$25,000 +

- Priority consideration for seat on Opportunity Stanislaus Board of Directors
- 50% discount on VOLT hard skill classes and boot camps
- Quarterly meeting with CEO to ensure your return on investment
- Prominent logo recognition and profile on OS website
- Other tailored benefits of specific interest to you will be developed as part of your ongoing "one-on-one" meetings with OS leadership
- HR Concierge with eight free recruitments per year
- Eight research projects/year (additional research available for a fee)

President's Council: \$10,000 +

- 40% discount on VOLT hard skill classes and boot camps
- Active engagement by Director of Investor Relations to ensure your return on investment
- Company logo and link on OS website
- HR Concierge with six free recruitments per year
- Six research projects/year (additional research available for a fee)

Strategic Partner: \$5,000 +

- 30% discount on VOLT hard skill classes and boot camps
- Active engagement by Director of Investor Relations to ensure your return on investment
- Company logo and link on OS website
- HR Concierge with four free recruitments per year
- Four research projects/year (additional research available for a fee)

Growth Partner: \$2,500 +

- 20% discount on VOLT hard skill classes and boot camps
- Active engagement by Director of Investor Relations to ensure your return on investment
- Company name and link on OS website
- HR Concierge with three free recruitments per year
- Three research projects/year (additional research available for a fee)

Community Partner: \$1,000 +

- 10% discount on VOLT hard skill classes and boot camps
- Active engagement by Director of Investor Relations to ensure your return on investment
- Company name and link on OS website
- HR Concierge with two free recruitments per year
- Two research projects/year (additional research available for a fee)

Board of Directors

Chairman of the Board

Dillon Olvera

President & CEO at Beard Land and Investment Co.

Vice Chairman

Dan Leonard

Vice President & Chief Financial Officer at Bronco Wine Company

Secretary

Chris Lehtikainen

Vice President of Field Operations & Plant Inputs at Stanislaus Food Products

Treasurer

Kathryn Davis

President & CEO at Valley First Credit Union

Members:

Hemanta Agarwala

CEO & President of Alpha, Inc.

Renee Bilyeu

Vice President of Human Resources at Hilmar Cheese

Oscar Cabello

District Manager at Wells Fargo Bank

Chris Courtney

President & CEO at Oak Valley Community Bank

Lynn Dickerson

Former CEO of the Gallo Center for the Arts

Christopher Drago

Support Service Administrator for Kaiser Permanente

Mary-Elizabeth Eberhardt

VP Director of Consumer Banking at Bank of Stockton

Ann Endsley

Owner of Greens on 10th & Underground Kitchen

Clive Grimbleby

Principal at Grimbleby Coleman CPAs, Inc.

Susan Hensley

Vice President Human Resources at E. & J. Gallo Winery

Joe Hollowell

Owner of LDC Group

Dan Huber

CEO at Foster Farms

Warren Kirk

CEO at Doctors Medical Center

Kevin Lacasse

President, Engineering and Maintenance with The Wine Group

Walter Mendez

Vice President of Human Resources & Support Services for Crystal Creamery

David Needham

Chief Technology Officer for Oportun

Gino Patrizio

CEO at Memorial Medical Center (Sutter Health)

Chris Peterson

Principal, AVAILABILITY Professional Staffing

Edwin Rizo

President at Rizo Lopez Foods, Inc.

Brad Stegmann

CEO at Automation Group

Blake Steward

Senior Vice President - Human Resources at Pacific Southwest Container

Paul Van Konynenburg

Managing Partner at Britton Konynenburg Partners

Jim Vieira

President at California Mill Equipment Company & P&F Metals

Board as of July 26, 2021





Professional Staff

David White
Chief Executive Officer

Katy Winders
Chief Financial Officer

Monique Jackson
Executive Assistant

Tyler Richardson
Chief Business Services Officer
Executive Director, VOLT Institute

April Potter
Director, Market Research &
Communications

Tim Dutter
Manager, Special Projects

Raymond Cawthorne, Ph.D.
Director of Instruction,
VOLT Institute

Amber Edwards
Vice President,
Talent Development

Kim Whitcomb
Program Manager,
WorkKeys

Lin Touch
Talent Development Intern

German Zavalza
Chief Innovation Officer
Director, Valley Sierra SBDC

Joseph Cordova
Assistant Director, Finance &
Operations, Valley Sierra SBDC

Maisie Silva
Training & Marketing Coordinator,
Valley Sierra SBDC

*Opportunity Stanislaus staff as of
July 26, 2021*



1625 I Street
Modesto, CA

(209) 422-6420
www.opportunitystanislaus.com

Thank you to our
in-kind sponsors:



Invoice

Opportunity Stanislaus
1625 I Street
Modesto, CA 95354
209-422-6420



City of Turlock
156 S. Broadway Ste. 230
Turlock, CA 95380-5454

DATE	INVOICE #	TERMS
7/1/2024	3091.4	Net 30

DESCRIPTION	AMOUNT
Opportunity Stanislaus MOU - FY 2024 - 2025	50,000.00
	Total \$50,000.00
	Pmt/Credit \$0.00
Thank you for your continued support! Please make checks payable to Opportunity Stanislaus	Due \$50,000.00

Opportunity Stanislaus is a tax-exempt organization as described in Section 501(c)(3) of the Internal Revenue Code; fiscal year of July 1 to June 30, EIN 20-5186517. For questions regarding your invoice, please contact Katy Winders at 209.422.6429 or via email at kwinders@opportunitystanislaus.com.

City Council Staff Report
8/27/2024



From: Anthony Sims, Economic Development/Communications Director
Prepared by: Anthony Sims, Economic Development/Communications Director
Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting the Turlock Downtown Property Owners Association 2023-2024 Annual Report to be filed with the City Clerk in accordance with California Streets and Highways Code Section 36650.

2. DISCUSSION OF ISSUE:

On November 12, 2013, the City Council approved an Agreement, Contract No. 13-061, between the City of Turlock and Turlock Downtown Property Owner’s Association (TDPOA). Pursuant to this Agreement and in accordance with the California Streets and Highways Code Section 36650, the TDPOA is required to submit an annual report (ATTACHMENT A). In addition to the annual report, attached are the TDPOA’s Financials No. 1 – No. 8 (Attachment B). The purpose of the annual report is to describe the organization’s financial, promotional, and maintenance related activities in the previous calendar year. Please note, on February 27, 2024, City Council approved a new agreement, Contract No. 2024-158 between the City of Turlock and Turlock Downtown Property Owner’s Association (TDPOA).

3. BASIS OF RECOMMENDATION:

A. Pursuant to the Agreement and in accordance with the California Streets and Highways Code Section 36650, the Turlock Downtown Property Owners Association is required to submit an annual report and the report must be filed with the City Clerk.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No Fiscal Impact

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. City Council may choose not to accept this report.

B. City Council may ask for additional or clarifying information to be provided.

9. ATTACHMENTS

1. Reso - TDPOA Annual Report 8-27-24
2. 2023-24 Annual Report TDPOA
3. TDPOA Financial Reports

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF ACCEPTING THE
TURLOCK DOWNTOWN PROPERTY
OWNER’S ASSOCIATION 2023-2024
ANNUAL REPORT TO BE FILED WITH THE
CITY CLERK IN ACCORDANCE WITH THE
CALIFORNIA STREETS AND HIGHWAYS
CODE SECTION 36650**

}
}
}
}
}
}
}
}

RESOLUTION NO. 2024-XXX

WHEREAS, on November 12, 2013, the City Council approved an Agreement, Contract No. 13-061, between the City of Turlock and Turlock Downtown Property Owners Association (TDPOA) Please note, on February 27, 2024, City Council approved a new agreement, Contract No. 2024-158 between the City of Turlock and Turlock Downtown Property Owner’s Association; and

WHEREAS, pursuant to this Agreement, and in accordance with the California Streets and Highway Code Section 36650, the TDPOA is required to submit an annual report; and

WHEREAS, the purpose of the annual report is to describe the organization’s activities in the previous calendar year (EXHIBITS A and B); and

WHEREAS, the California Streets and Highways Code Section 36650 requires the annual report to be filed with the City Clerk.

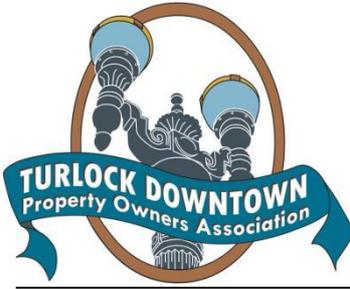
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the Turlock Downtown Property Owners Association 2023-2024 Annual Report to be filed with the City Clerk in accordance with the California Streets and Highways Code Section 36650.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of August 2024, by the following vote:

AYES: ()
NOES: ()
NOT PARTICIPATING: ()
ABSENT: ()

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California



TDPOA
115 S Golden State Blvd,
Turlock, CA 95380
Director: Travis Regalo
Phone: (209) 634-6459
director@turlockdowntown.com

To:

City of Turlock
156 Broadway,
Turlock, Ca 95380

August 20, 2024

2023-24 Annual Report

Prepared in August 2024 by Travis Regalo, Executive Director

The following report outlines the activities of the Turlock Downtown Property Owners Association (TDPOA) during the fiscal year 2023-2024. The TDPOA manages the affairs of the Property and Business Improvement District (PBID) covering the downtown core of Turlock. The Association is governed by a board of directors, numbering between seven and ten members. We employ an Executive Director to manage day-to-day operations, and we contract outside vendors for maintenance and special projects. Additionally, we utilize an external accounting firm to handle financial transactions, prepare reports, and manage the finances of the association.

Board of Directors:

- **Danny Mann** - President
- **Dan Tallman** - Treasurer
- **Harold Bocher**
- **Jeff Chapman**
- **Alta Fernandes**
- **Sergio Gutierrez**
- **Lori Smith**
- **Will Wiersig**
- **Amy Wilson**
- **Randy Woods**

Executive Director:

- **Travis Regalo**

2023-24 Achievements:

As the first year under the new PBID agreement, we successfully expanded our district and implemented traditional events in Downtown Turlock, each with new aspects and expansions. The TDPOA partnered with the City of Turlock for the annual Christmas Parade and hosted our largest Festival of Lights event to date, featuring approximately 80 vendors, eight community groups on stage, and an unprecedented level of magic and engagement.

In June, we partnered with the City of Turlock to deliver one of our best Downtown Independence Celebration events ever. The two-day celebration included our first evening parade and drone show. Although the parade turnout was affected by the changes, it marked the first time we recognized several service members from our community during the opening ceremonies. We are excited about the potential for next year, especially given that our car show saw the greatest turnout ever.

Policies and Contracts:

The association worked closely with our maintenance contractor, Stewart Landscape, to maintain the physical appearance of downtown. This year, we repaired several areas where tree roots had lifted sidewalk pavers, and we will continue to address these issues as they arise. The City of Turlock has been instrumental in providing information on hazards, allowing us to respond quickly.

Through our partnership with the city, we implemented our Clean and Safe program. We contracted with Helping Hands Ministry of Turlock to assist with homeless outreach and cleaning the downtown corridor, significantly improving the area's safety and cleanliness.

Partnerships with Other Turlock Organizations:

The Downtown continues to collaborate with the Garden Club, which plays a crucial role in keeping our Downtown beautiful by planting twice a year.

The Downtown Banner Pole Program has evolved this year, offering banner poles to organizations such as The Carnegie Arts Center, The Stanislaus County Fair, Turlock Theater, and Turlock Ball Drop, who have all utilized downtown poles to promote their organizations and efforts.

This year, we partnered with the Turlock Veterans Charitable Trust (TVCT) and the City of Turlock for the Independence Celebration festivities. TVCT volunteers assisted with the physical organization of parade entrants, both before and during the parade, while the City of Turlock managed road closures and police staffing. Our goal is to honor veterans and active military members, and we continually seek new ways to do so. Additionally, we merged the Independence Celebration with the Turlock Certified Farmers Market and the Turlock Makers Market, which proved to be a significant success.

The Downtown also continues its partnership with the City and the Chamber of Commerce to provide music along Main Street. We currently purchase licensing and a monthly subscription from MyInStoreRadio, which allows us to play music and set up our own commercials and announcements.

Thanks to the efforts of board members Lori Smith and Alta Fernandes, the business owners' committee under the TDPOA remains productive and thriving. They successfully organized events for Saint Patrick's Day, Mother's Day, Downtown Trick or Treat, Sip and Stroll, Shop the Blocks, and various other events and shopping promotions.

Financials:

This was the first fiscal year of the 2023-2033 PBID. During this period, we utilized some reserves to address deferred maintenance, hire external services for the PBID rewrite, and manage cash flow during the transition from the previous assessments to the new assessments and proposed budgets. Our budget process is thorough, transparent, and aligned with the mandate established by the Downtown PBID. We are confident that we will replenish our reserves and maintain a healthy cash flow with the adopted budgets throughout the life of the PBID.

Conclusion:

The Turlock Downtown Property Owners Association has made significant strides in the first year of the new PBID agreement, addressing and finalizing 3 major deferred maintenance projects, expanding our district, enhancing our events, and strengthening our partnerships. We look forward to continuing this momentum in the coming years and furthering our mission to improve and beautify Downtown Turlock.

Thank you for your ongoing support.

Sincerely,

Travis Regalo
Executive Director
Turlock Downtown Property Owners Association



7:30 AM

Turlock Downtown Property Owners' Association

#1 - BALANCE SHEET

07/16/24

As of June 30, 2024

Accrual Basis

	<u>Jun 30, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
10010 · F&M - Checking	16,959.81
10040 · F&M - Business Owners Committee	27,986.26
10050 · F&M - Money Market	4,316.81
10080 · Venmo	400.00
Total Checking/Savings	<u>49,662.88</u>
Other Current Assets	
1200 · Taxes receivable - Current year	142,062.93
1201 · Taxes receivable - Prior year	4,869.10
14500 · Prepaid Expenses - 4th of July	21,282.67
Total Other Current Assets	<u>168,214.70</u>
Total Current Assets	<u>217,877.58</u>
TOTAL ASSETS	<u>217,877.58</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	7,222.70
Total Accounts Payable	<u>7,222.70</u>
Credit Cards	
26000 · Visa 7848/1165	2,085.47
Total Credit Cards	<u>2,085.47</u>
Other Current Liabilities	
22000 · Deferred income - 4th of July	7,124.76
24000 · Payroll Liabilities	704.35
Total Other Current Liabilities	<u>7,829.11</u>
Total Current Liabilities	<u>17,137.28</u>
Total Liabilities	17,137.28
Equity	
31300 · Permanent Restricted	60,000.00
32000 · Unrestricted Reserve	174,308.66
Net Income	-33,568.36
Total Equity	<u>200,740.30</u>
TOTAL LIABILITIES & EQUITY	<u>217,877.58</u>

Turlock Downtown Property Owners' Association

#2 - PROFIT & LOSS

July 2023 through June 2024

	Jul '23 - Jun 24
Ordinary Income/Expense	
Income	
40000 · Income	24,910.53
41100 · Assessment Levies	212,000.04
42000 · Fees From Events	19,549.36
42500 · Community Grants Program	19,200.00
43000 · Banner Income	1,325.94
48000 · Interest Income	32.24
Total Income	277,018.11
Gross Profit	277,018.11
Expense	
60000 · Maintenance	
60100 · Maintenance - Regular	38,640.00
60101 · Maintenance - Special Projects	54.06
60103 · Maintenance - Tree Pruning	35,450.00
60105 · Maintenance - Irrigation	5,043.73
60106 · Maintenance - Flower Pots	5,321.97
Total 60000 · Maintenance	84,509.76
60200 · BlueZone Expansion	50,618.86
61126 · Payroll Expenses	
61127 · Wages	64,480.08
61128 · Taxes - Payroll	5,415.72
61129 · Workers comp	558.56
Total 61126 · Payroll Expenses	70,454.36
61140 · Membership/Subscriptions	775.99
61150 · Insurance Business	6,290.67
61190 · Website Maintenance	655.39
61220 · Office Supplies	4,189.76
62000 · Promotion	38,965.72
62110 · Accounting Fees	8,940.00
62120 · Clean & Safe Program	20,415.00
62150 · Outside Contract Services	12,589.35
62250 · Telephone and Communications	275.00
62260 · Travel and Meetings	34.86
62870 · Rent Facilities	4,675.00
63000 · Parking Lot Maint Fund	6,987.79
65181 · PayPal Fee	208.96
Total Expense	310,586.47
Net Ordinary Income	-33,568.36
Net Income	-33,568.36

Turlock Downtown Property Owners' Association

07/16/24

#3 - PROFIT & LOSS BY CLASS

Accrual Basis

July 2023 through June 2024

	4th of July	Admin & Maintenance	Business Owners Committee	Christmas Holiday Events	TOTAL
Ordinary Income/Expense					
Income					
40000 · Income	0.00	0.00	24,910.53	0.00	24,910.53
41100 · Assessment Levies	0.00	212,000.04	0.00	0.00	212,000.04
42000 · Fees From Events	12,760.74	0.00	400.00	6,388.62	19,549.36
42500 · Community Grants Program	0.00	0.00	19,200.00	0.00	19,200.00
43000 · Banner Income	0.00	1,325.94	0.00	0.00	1,325.94
48000 · Interest Income	0.00	32.24	0.00	0.00	32.24
Total Income	12,760.74	213,358.22	44,510.53	6,388.62	277,018.11
Gross Profit	12,760.74	213,358.22	44,510.53	6,388.62	277,018.11
Expense					
60000 · Maintenance					
60100 · Maintenance - Regular	0.00	38,640.00	0.00	0.00	38,640.00
60101 · Maintenance - Special Projects	0.00	54.06	0.00	0.00	54.06
60103 · Maintenance - Tree Pruning	0.00	35,450.00	0.00	0.00	35,450.00
60105 · Maintenance - Irrigation	0.00	5,043.73	0.00	0.00	5,043.73
60106 · Maintenance - Flower Pots	0.00	5,321.97	0.00	0.00	5,321.97
Total 60000 · Maintenance	0.00	84,509.76	0.00	0.00	84,509.76
60200 · BlueZone Expansion	0.00	50,618.86	0.00	0.00	50,618.86
61126 · Payroll Expenses					
61127 · Wages	2,686.67	61,793.41	0.00	0.00	64,480.08
61128 · Taxes - Payroll	205.52	5,210.20	0.00	0.00	5,415.72
61129 · Workers comp	0.00	558.56	0.00	0.00	558.56
Total 61126 · Payroll Expenses	2,892.19	67,562.17	0.00	0.00	70,454.36
61140 · Membership/Subscriptions	0.00	775.99	0.00	0.00	775.99
61150 · Insurance Business	1,635.00	3,034.00	0.00	1,621.67	6,290.67
61190 · Website Maintenance	0.00	655.39	0.00	0.00	655.39
61220 · Office Supplies	0.00	3,171.52	1,018.24	0.00	4,189.76
62000 · Promotion	12,056.89	2,264.45	17,932.50	6,711.88	38,965.72
62110 · Accounting Fees	0.00	8,940.00	0.00	0.00	8,940.00
62120 · Clean & Safe Program	500.00	10,000.00	9,415.00	500.00	20,415.00
62150 · Outside Contract Services	1,384.48	9,764.87	1,440.00	0.00	12,589.35
62250 · Telephone and Communications	0.00	275.00	0.00	0.00	275.00
62260 · Travel and Meetings	0.00	34.86	0.00	0.00	34.86
62870 · Rent Facilities	0.00	4,675.00	0.00	0.00	4,675.00
63000 · Parking Lot Maint Fund	0.00	6,987.79	0.00	0.00	6,987.79
65181 · PayPal Fee	0.00	0.00	208.96	0.00	208.96
Total Expense	18,468.56	253,269.66	30,014.70	8,833.55	310,586.47
Net Ordinary Income	-5,707.82	-39,911.44	14,495.83	-2,444.93	-33,568.36
Net Income	-5,707.82	-39,911.44	14,495.83	-2,444.93	-33,568.36

Turlock Downtown Property Owners' Association

#4 - PROFIT & LOSS - COMPARATIVE

07/16/24

July 2023 through June 2024

Accrual Basis

	Jul '23 - Jun 24	Jul '22 - Jun 23	\$ Change
Ordinary Income/Expense			
Income			
40000 · Income	24,910.53	21,228.72	3,681.81
41100 · Assessment Levies	212,000.04	154,842.96	57,157.08
42000 · Fees From Events	19,549.36	29,620.56	-10,071.20
42500 · Community Grants Program	19,200.00	15,800.00	3,400.00
43000 · Banner Income	1,325.94	0.00	1,325.94
48000 · Interest Income	32.24	82.80	-50.56
Total Income	277,018.11	221,575.04	55,443.07
Gross Profit	277,018.11	221,575.04	55,443.07
Expense			
Fuel	0.00	96.70	-96.70
60000 · Maintenance			
60100 · Maintenance - Regular	38,640.00	37,440.00	1,200.00
60101 · Maintenance - Special Projects	54.06	961.89	-907.83
60103 · Maintenance - Tree Pruning	35,450.00	19,605.00	15,845.00
60104 · Maintenance - Pavers and Grates	0.00	9,600.00	-9,600.00
60105 · Maintenance - Irrigation	5,043.73	9,235.74	-4,192.01
60106 · Maintenance - Flower Pots	5,321.97	5,187.61	134.36
Total 60000 · Maintenance	84,509.76	82,030.24	2,479.52
60200 · BlueZone Expansion	50,618.86	0.00	50,618.86
60500 · City Administration Fee	0.00	3,122.00	-3,122.00
61126 · Payroll Expenses			
61127 · Wages	64,480.08	68,801.72	-4,321.64
61128 · Taxes - Payroll	5,415.72	6,240.34	-824.62
61129 · Workers comp	558.56	529.67	28.89
Total 61126 · Payroll Expenses	70,454.36	75,571.73	-5,117.37
61140 · Membership/Subscriptions	775.99	340.99	435.00
61150 · Insurance Business	6,290.67	6,507.26	-216.59
61190 · Website Maintenance	655.39	1,146.87	-491.48
61220 · Office Supplies	4,189.76	6,276.00	-2,086.24
62000 · Promotion			
62001 · Promotion - Banners	0.00	2,668.66	-2,668.66
62000 · Promotion - Other	38,965.72	49,471.88	-10,506.16
Total 62000 · Promotion	38,965.72	52,140.54	-13,174.82
62050 · Permits	0.00	768.00	-768.00
62110 · Accounting Fees	8,940.00	8,580.00	360.00
62120 · Clean & Safe Program	20,415.00	0.00	20,415.00
62150 · Outside Contract Services	12,589.35	42,448.00	-29,858.65
62250 · Telephone and Communications	275.00	914.91	-639.91
62260 · Travel and Meetings	34.86	0.00	34.86
62870 · Rent Facilities	4,675.00	5,100.00	-425.00
63000 · Parking Lot Maint Fund	6,987.79	6,818.00	169.79
65180 · Bank Charges/Late Fees	0.00	70.27	-70.27
65181 · PayPal Fee	208.96	227.45	-18.49
Total Expense	310,586.47	292,158.96	18,427.51
Net Ordinary Income	-33,568.36	-70,583.92	37,015.56
Net Income	-33,568.36	-70,583.92	37,015.56

Substantially all disclosures ordinarily included in tax basis financial statements are omitted, and no assurance is provided on these financial statements.

Turlock Downtown Property Owners' Association
#5 - PROFIT & LOSS BUDGET VS. ACTUAL
 July 2023 through June 2024

	Jul '23 - Jun 24	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
41100 · Assessment Levies	212,000.04	212,000.00	0.04
43000 · Banner Income	1,325.94		
48000 · Interest Income	32.24	0.00	32.24
Total Income	<u>213,358.22</u>	<u>212,000.00</u>	<u>1,358.22</u>
Gross Profit	213,358.22	212,000.00	1,358.22
Expense			
60000 · Maintenance			
60100 · Maintenance - Regular	38,640.00	26,000.00	12,640.00
60101 · Maintenance - Special Projects	54.06	0.00	54.06
60102 · Maintenance - Sidewalk Cleaning	0.00	16,000.00	-16,000.00
60103 · Maintenance - Tree Pruning	35,450.00	40,000.00	-4,550.00
60104 · Maintenance - Pavers and Grates	0.00	48,000.00	-48,000.00
60105 · Maintenance - Irrigation	5,043.73		
60106 · Maintenance - Flower Pots	5,321.97		
Total 60000 · Maintenance	<u>84,509.76</u>	<u>130,000.00</u>	<u>-45,490.24</u>
60200 · BlueZone Expansion	50,618.86		
60500 · City Administration Fee	0.00	2,200.00	-2,200.00
61126 · Payroll Expenses			
61127 · Wages	61,793.41	65,000.00	-3,206.59
61128 · Taxes - Payroll	5,210.20	6,000.00	-789.80
61129 · Workers comp	558.56	700.00	-141.44
Total 61126 · Payroll Expenses	<u>67,562.17</u>	<u>71,700.00</u>	<u>-4,137.83</u>
61140 · Membership/Subscriptions	775.99	600.00	175.99
61150 · Insurance Business	3,034.00	7,500.00	-4,466.00
61190 · Website Maintenance	655.39	1,200.00	-544.61
61220 · Office Supplies	3,171.52	6,600.00	-3,428.48
62000 · Promotion			
62001 · Promotion - Banners	0.00	5,000.00	-5,000.00
62003 · Promotion - Christmas Holiday	0.00	9,000.00	-9,000.00
62000 · Promotion - Other	2,264.45	4,900.00	-2,635.55
Total 62000 · Promotion	<u>2,264.45</u>	<u>18,900.00</u>	<u>-16,635.55</u>
62110 · Accounting Fees	8,940.00	8,000.00	940.00
62120 · Clean & Safe Program	10,000.00	30,000.00	-20,000.00
62150 · Outside Contract Services	9,764.87	0.00	9,764.87
62250 · Telephone and Communications	275.00	700.00	-425.00
62260 · Travel and Meetings	34.86	1,200.00	-1,165.14
62870 · Rent Facilities	4,675.00	5,400.00	-725.00
63000 · Parking Lot Maint Fund	6,987.79	8,000.00	-1,012.21
Total Expense	<u>253,269.66</u>	<u>292,000.00</u>	<u>-38,730.34</u>
Net Ordinary Income	<u>-39,911.44</u>	<u>-80,000.00</u>	<u>40,088.56</u>
Net Income	<u>-39,911.44</u>	<u>-80,000.00</u>	<u>40,088.56</u>

Turlock Downtown Property Owners' Association #6 - YTD DETAIL - PROMOTION & SPECIAL MAINTENANCE

Accrual Basis

July 2023 through June 2024

Date	Name	Memo	Amount
60000 · Maintenance			
60101 · Maintenance - Special Projects			
04/30/2024	Stewart Property Services, Inc.	LABOR TO REMOVE WEEDS AND SPRAY ROUNDUP IN ALLEY BEHIND ABANDONED BARS ON 1ST ST.	37.50
04/30/2024	Stewart Property Services, Inc.	9 OZ LIFELINE POST EMERGENT HERBICIDE	6.48
04/30/2024	Stewart Property Services, Inc.	9 OZ ROUND UP PROMAX	10.08
Total 60101 · Maintenance - Special Projects			54.06
60103 · Maintenance - Tree Pruning			
08/15/2023	Dustin Oie	Tree Pruning	500.00
10/19/2023	Dustin Oie	Tree Pruning	34,950.00
Total 60103 · Maintenance - Tree Pruning			35,450.00
60105 · Maintenance - Irrigation			
08/08/2023	Stewart Property Services, Inc.	Labor for Technician to inspect dry plants, repair and replaced broken sprinklers	507.50
08/08/2023	Stewart Property Services, Inc.	Sand bags	31.00
08/08/2023	Stewart Property Services, Inc.	1.5 cu feet potting soil	25.88
08/08/2023	Stewart Property Services, Inc.	1/2" Netfim insert tee	1.18
08/08/2023	Stewart Property Services, Inc.	4ft netafim drip line	3.44
08/08/2023	Stewart Property Services, Inc.	9 Rain birds	234.09
08/08/2023	Stewart Property Services, Inc.	1/2" marlex ST 90 degree ELB	11.36
08/08/2023	Stewart Property Services, Inc.	6x1/2" Rain	2.57
08/08/2023	Stewart Property Services, Inc.	Rain Bird MPR Nozzle	21.69
10/31/2023	Stewart Property Services, Inc.	Repair broken sprinklers, repaired drip line in pots	2,637.77
11/28/2023	Stewart Property Services, Inc.	Labor for Irrigation Technician to repair a broken lateral line in between train tracks and Gold...	725.20
11/28/2023	Stewart Property Services, Inc.	1/2 x 3/4" ST 90 degree EL	2.30
11/28/2023	Stewart Property Services, Inc.	1/2" 90 Elbow	7.60
11/28/2023	Stewart Property Services, Inc.	1/2" Marlex ST 90 degree ELB	1.42
11/28/2023	Stewart Property Services, Inc.	Rain Bird Bubbler	13.23
05/09/2024	Stewart Property Services, Inc.	LABOR TO REPAIR AND REPLACE SPRINKLERS	112.50
05/09/2024	Stewart Property Services, Inc.	3 RAIN BIRD 1806 PRS	76.77
05/09/2024	Stewart Property Services, Inc.	6 X 1/2" RAIN BIRD SWING ASSEMBLY	2.59
05/09/2024	Stewart Property Services, Inc.	1/2" MARLEX ST 90 DEGREE ELB	4.41
05/09/2024	Stewart Property Services, Inc.	RAIN BIRD MPR NOZZLE	7.05
06/14/2024	Stewart Property Services, Inc.	LABOR FOR IRRIGATION TECHNICIAN TO REPLACE CONTROLLERS AND RAINBIRD	614.18
Total 60105 · Maintenance - Irrigation			5,043.73
60106 · Maintenance - Flower Pots			
10/13/2023	The Greenery	(96)4" DUSTY MILLER	216.00
10/13/2023	The Greenery	30 - 6 PACK COLOSSUS LEMON SHADES PANSY	166.50
10/13/2023	The Greenery	30 - 6 PACK VIOLA PENNY BLUE	166.50
10/13/2023	The Greenery	24 - 6 PACK VIOLA SORBET MORPHO	133.20
10/13/2023	The Greenery	24 - 6 PACK LYSIMACHIA GOLDILOCKS	187.20
10/13/2023	The Greenery	2 - 8LB OSMOCOTE FERTILIZER	80.00
10/13/2023	The Greenery	TAX	81.89
10/31/2023	Stewart Property Services, Inc.	Remove plants from pots and prepare for planting. Ensure proper watering of flowers after planting	1,591.88
05/20/2024	Stewart Property Services, Inc.	LABOR TO REMOVE FLOWER FROM POTS AND PREPARE POTS FOR NEW FLOWERS	1,955.80
05/31/2024	The Greenery	3 FLATS -CRANBERRY VINCA	108.00
05/31/2024	The Greenery	5 FLATS - LILAC VINCA	180.00
05/31/2024	The Greenery	7 FLATS - IMPATIENS	252.00
05/31/2024	The Greenery	4 FLATS - COLEUS	144.00
05/31/2024	The Greenery	TAX	59.00
Total 60106 · Maintenance - Flower Pots			5,321.97
Total 60000 · Maintenance			45,869.76
62000 · Promotion			
08/19/2023	Rockville Audio		884.97
08/22/2023	Latifs		36.00
08/24/2023	The Home Depot		44.85
08/28/2023	The Home Depot		24.97
09/08/2023	Rex Metal Supply Inc	metal to make boxes for speaker system	81.47
09/16/2023	Rex Metal Supply Inc	metal to make boxes for speaker system	21.72
09/16/2023	O'Reilly Auto Parts		49.95
10/25/2023	The Home Depot	materials to fix flag pole holders and secure sounds system to poles	28.69
10/25/2023	The Home Depot	materials to fix flag pole holders and secure sounds system to poles	14.27
10/26/2023	The Home Depot	materials to fix flag pole holders and secure sounds system to poles	31.22
10/26/2023	Harbor Freight Tools	materials to fix flag pole holders and secure sounds system to poles	35.81
01/09/2024	Sound Town		279.21
02/07/2024	Amazon		21.26
02/28/2024	The Home Depot		18.14
03/29/2024	The Home Depot	sidewalk repair and maintenance	86.88
04/24/2024	Temu.com	American Flags for Memorial Day	155.76
05/25/2024	Lisa's Cookie Jar	COOKIES FOR SCOUT VOLUNTEERS WHO HUNG FLAGS	27.00
05/25/2024	Grace and Gather Coffee	FOR SCOUT VOLUNTEERS WHO HUNG FLAGS	12.00
06/18/2024	My Instore Ap	DOWNTOWN RADIO SUBSCRIPTION	410.28
Total 62000 · Promotion			2,264.45
TOTAL			48,134.21

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Accrual Basis

Turlock Downtown Property Owners' Association
#7 - YTD DETAIL - CHRISTMAS INCOME/EXPENSE

July 2023 through June 2024

Date	Name	Memo	Amount
42000 - Fees From Events			
11/08/2023	Gabriela's Jewelry	Holiday Event Vendor Fee - Festival of Lights	150.00
11/08/2023	Josiah & Bethany Enas	Festival of Lights (Straight A Prints)	150.00
11/08/2023	Jose Aguirre	Festival of Lights	150.00
11/08/2023	Alice Valdez	Festival of Lights (Fun Time Toys)	200.00
11/08/2023	Jodie L. Wilson DBA The Apple Chick	Festival of Lights	150.00
11/08/2023	Jasmine Acevedo	Festival of Lights (Jazzies Sweets)	150.00
12/01/2023	Alondra Macias	3 SPOTS CHRISTMAS PARADE PITAYAS LOCAS	200.00
12/01/2023	Wetzels Pretzel	CHRISTMAS PARADE	175.00
12/01/2023	Jasmine Acevedo	CHRISTMAS PARADE	100.00
12/01/2023	Diana & Steven Singh	CHRISTMAS PARADE	100.00
12/01/2023	Jodie L. Wilson DBA The Apple Chick	CHRISTMAS PARADE	100.00
12/01/2023	Dales Johnson Gourmet Kettle Popcorn	LIGHTING/PARADE	375.00
12/01/2023	Wetzels Pretzel	FESTIVAL OF LIGHTS	250.00
12/01/2023	Heaven Snow	CHRISTMAS PARADE AND FESTIVAL OF LIGHTS	250.00
12/01/2023	The Caffeinated Cow LLC	CHRISTMAS PARADE	175.00
12/01/2023	The Caffeinated Cow LLC	FESTIVAL OF LIGHTS	250.00
12/13/2023	Venmo	Deposit	1,518.62
12/20/2023	Ariana Altamirano	Deposit	100.00
12/31/2023		CASH RECEIVED FOR FESTIVAL OF LIGHTS AND CHRISTMAS PARADE	1,845.00
Total 42000 - Fees From Events			6,388.62
61150 - Insurance Business			
11/28/2023	Winton Ireland Strom & Green	Policy # SE2021452 - 11/24/23-11/26/23	-1,621.67
Total 61150 - Insurance Business			-1,621.67
62000 - Promotion			
11/02/2023	Seeger's Printing	POSTERS FESTIVAL OF LIGHTS -2000	-708.24
11/06/2023	Amazon		-127.04
11/06/2023	Amazon		-120.00
11/07/2023	Amazon		-96.62
11/10/2023	Amazon		-364.85
11/12/2023	Amazon		-86.89
11/13/2023	Facebook	boost post	-96.65
11/13/2023	Facebook	boost post	-15.54
11/15/2023	Amazon		-40.13
11/15/2023	Amazon		-18.44
11/17/2023	Harbor Freight Tools		-36.89
11/17/2023	Tractor Supply		-30.00
11/17/2023	Amazon		-182.12
11/18/2023	Amazon		-130.32
11/19/2023	Amazon		-191.17
11/22/2023	Glen Earl	cancelled check / glenn never received. reissued chk 5037	0.00
11/22/2023	Manuel Mejia	DJ Services	-450.00
11/22/2023	Harbor Freight Tools		-129.59
11/25/2023	Gary's Rent-a-Can, Inc.	Fuel Recovery	-79.20
11/25/2023	Gary's Rent-a-Can, Inc.	Special Event Regular Restroom	-517.82
11/25/2023	Gary's Rent-a-Can, Inc.	Special Event Handicap Restroom	-550.19
11/30/2023	Glen Earl	2 Bounce Houses and Train	-330.00
12/01/2023	Sunbelt Rentals, Inc.	Manlift	-1,614.83
12/01/2023	Sunbelt Rentals, Inc.	Scissor Lift Rental	-97.15
12/05/2023	Amazon		-16.28
12/13/2023	Facebook	boost post	-87.81
12/31/2023		TO RECORD STANISLAUS COUNTY ENVIRONMENTAL RESOURCES RECEIPT FOR PERMIT FOR CHRISTMAS PARADE	-411.00
06/16/2024	Amazon	TREE ELEMENTS - FESTIVAL OF LIGHTS	-53.11
06/20/2024	Planable.IO	FACEBOOK MANAGEMENT SOFTWARE	-130.00
Total 62000 - Promotion			-6,711.88
62120 - Clean & Safe Program			
11/22/2023	Helping Hands Ministry	cleanup and trash removal after the parade	-500.00
Total 62120 - Clean & Safe Program			-500.00
TOTAL			-2,444.93

**Turlock Downtown Property Owners' Association
#8 - DETAIL GENERAL LEDGER**

Accrual Basis

June 2024

Date	Name	Memo	Class	Amount	Balance
40000 - Income					
06/05/2024	KW Recovery	SPONSORSSHIP	4th of July	200.00	200.00
06/05/2024	Turlock Inn	SPONSORSSHIP	4th of July	200.00	400.00
06/05/2024	AO Santa Cruz Services	SPONSORSSHIP	4th of July	200.00	600.00
06/05/2024	F & M Bank	SPONSORSSHIP	4th of July	200.00	800.00
06/05/2024	Stewart Property Services, Inc.	SPONSORSSHIP	4th of July	500.00	1,300.00
06/05/2024	Neto's Catering	SPONSORSSHIP	4th of July	200.00	1,500.00
06/05/2024	Sun Valley Pumping Inc	SPONSORSSHIP	4th of July	200.00	1,700.00
06/07/2024		Deposit	Business Owners Committee	2,500.00	4,200.00
06/18/2024	Vail Creek Jewelry	SPONSORSSHIP	4th of July	1,000.00	5,200.00
06/18/2024	ALAMO DAIRY/ALAMO FAR...	SPONSORSSHIP	4th of July	200.00	5,400.00
06/20/2024	Stigler Mortgage	Sponsorship	4th of July	2,424.76	7,824.76
06/26/2024	CLO Real Estate Services, Inc	Car Show Sponsorship	4th of July	200.00	8,024.76
06/26/2024	Balswick's Tire Shop, Inc	SPONSORSSHIP	4th of July	200.00	8,224.76
06/26/2024	R.A.M. Farms, Inc	SPONSORSSHIP	4th of July	200.00	8,424.76
06/26/2024	Allen Mortuary	SPONSORSSHIP	4th of July	200.00	8,624.76
06/26/2024	Hot Rod Diner	Trophy Fund Donation	4th of July	100.00	8,724.76
06/26/2024	Seeger's Printing	SPONSORSSHIP	4th of July	300.00	9,024.76
06/26/2024	Fins Customs & Classics	SPONSORSSHIP	4th of July	200.00	9,224.76
06/26/2024	Associated Feed	SPONSORSSHIP	4th of July	200.00	9,424.76
06/26/2024	Dori's Mobile Glass	Sponsorship	4th of July	200.00	9,624.76
06/30/2024		RECORD PREPAYS AND DEFERRED INCOME	4th of July	-7,124.76	2,500.00
Total 40000 - Income				2,500.00	2,500.00
41100 - Assessment Levies					
06/01/2024		Accrual for Annual Fees per Budget	Admin & Maintenance	17,666.67	17,666.67
Total 41100 - Assessment Levies				17,666.67	17,666.67
48000 - Interest Income					
06/30/2024		Interest	Admin & Maintenance	0.17	0.17
Total 48000 - Interest Income				0.17	0.17
60000 - Maintenance					
60100 - Maintenance - Regular					
06/18/2024	Stewart Property Services, Inc.	JUNE MONTHLY LANDSCAPE MANAGEMENT	Admin & Maintenance	-2,640.00	-2,640.00
06/18/2024	Stewart Property Services, Inc.	JUNE MONTHLY PARKING LOT MAINTENANCE	Admin & Maintenance	-580.00	-3,220.00
Total 60100 - Maintenance - Regular				-3,220.00	-3,220.00
60105 - Maintenance - Irrigation					
06/14/2024	Stewart Property Services, Inc.	LABOR FOR IRRIGATION TECHNICIAN TO REPLACE CONTROLLERS AND RAINBIRD	Admin & Maintenance	-614.18	-614.18
Total 60105 - Maintenance - Irrigation				-614.18	-614.18
Total 60000 - Maintenance				-3,834.18	-3,834.18
60200 - BlueZone Expansion					
06/12/2024	Lewallen Painting	PROGRESS PAYMENT FOR LIGHT POLES(PHASE 2)	Admin & Maintenance	-7,500.00	-7,500.00
Total 60200 - BlueZone Expansion				-7,500.00	-7,500.00
61126 - Payroll Expenses					
61127 - Wages					
06/14/2024	Travis A. Regalo	Direct Deposit	Admin & Maintenance	-2,686.67	-2,686.67
06/28/2024	Travis A. Regalo	Direct Deposit	Admin & Maintenance	-2,686.67	-5,373.34
Total 61127 - Wages				-5,373.34	-5,373.34
61128 - Taxes - Payroll					
06/14/2024	Travis A. Regalo	Direct Deposit	Admin & Maintenance	0.00	0.00
06/14/2024	Travis A. Regalo	Direct Deposit	Admin & Maintenance	-166.57	-166.57
06/14/2024	Travis A. Regalo	Direct Deposit	Admin & Maintenance	-38.95	-205.52
06/14/2024	Travis A. Regalo	Direct Deposit	Admin & Maintenance	0.00	-205.52
06/14/2024	Travis A. Regalo	Direct Deposit	Admin & Maintenance	0.00	-205.52
06/28/2024	Travis A. Regalo	Direct Deposit	Admin & Maintenance	0.00	-205.52
06/28/2024	Travis A. Regalo	Direct Deposit	Admin & Maintenance	-166.57	-372.09
06/28/2024	Travis A. Regalo	Direct Deposit	Admin & Maintenance	-38.96	-411.05
06/28/2024	Travis A. Regalo	Direct Deposit	Admin & Maintenance	0.00	-411.05
06/28/2024	Travis A. Regalo	Direct Deposit	Admin & Maintenance	0.00	-411.05
Total 61128 - Taxes - Payroll				-411.05	-411.05
Total 61126 - Payroll Expenses				-5,784.39	-5,784.39
61150 - Insurance Business					
06/14/2024	Winton Ireland Strom & Green	Policy # NAEP119271 - 6/28/24-6/29/24	4th of July	-756.43	-756.43
06/14/2024	Winton Ireland Strom & Green	Policy # NAEP119272 - 6/29/24-6/30/24	4th of July	-541.70	-1,298.13
06/21/2024	Winton Ireland Strom & Green	Policy # NAEP119271 - 6/28/24-6/29/24	4th of July	-105.63	-1,403.76
06/21/2024	Winton Ireland Strom & Green	Policy # NAEP119272 - 6/29/24-6/30/24	4th of July	-66.10	-1,469.86
06/30/2024		RECORD PREPAYS AND DEFERRED INCOME	4th of July	1,469.86	0.00
Total 61150 - Insurance Business				0.00	0.00
61190 - Website Maintenance					
06/11/2024	GoDaddy.com		Admin & Maintenance	-70.32	-70.32
Total 61190 - Website Maintenance				-70.32	-70.32
61220 - Office Supplies					
06/04/2024	Budget Self Storage		Admin & Maintenance	-167.50	-167.50
06/10/2024	Web Asana Inc		Business Owners Committee	-67.45	-234.95
06/12/2024	USPS	PO Box (annual)	Admin & Maintenance	-364.00	-598.95
06/13/2024	QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$4.00 each	Admin & Maintenance	-4.00	-602.95
06/15/2024	Zoom.com		Admin & Maintenance	-15.99	-618.94
06/20/2024	INTUIT		Business Owners Committee	-25.00	-643.94
06/27/2024	QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$4.00 each	Admin & Maintenance	-4.00	-647.94
Total 61220 - Office Supplies				-647.94	-647.94
62000 - Promotion					
62001 - Promotion - Banners					
06/30/2024		RECORD PREPAYS AND DEFERRED INCOME	4th of July	0.00	0.00
Total 62001 - Promotion - Banners				0.00	0.00
62000 - Promotion - Other					
06/05/2024	Gary's Rent-a-Can, Inc.	Fuel Recovery	4th of July	-65.60	-65.60
06/05/2024	Gary's Rent-a-Can, Inc.	Special Event Regular Restroom	4th of July	-366.79	-432.39
06/05/2024	Gary's Rent-a-Can, Inc.	Regular Toilet	4th of July	-517.82	-950.21
06/05/2024	Legacy Media	Media and Advertising	4th of July	-1,365.00	-2,315.21
06/06/2024	Amazon	BRACKETS AND CABLE	4th of July	-105.35	-2,420.56
06/06/2024	Amazon	TIE WIRE	4th of July	-86.89	-2,507.45
06/11/2024	Amazon	DISPOSABLE TRASH CANS	4th of July	-160.40	-2,667.85

Turlock Downtown Property Owners' Association
#8 - DETAIL GENERAL LEDGER

Accrual Basis

June 2024

Date	Name	Memo	Class	Amount	Balance
06/12/2024	Environmental Resources	HEALTH DEPARTMENT FEE	4th of July	-283.59	-2,951.44
06/16/2024	Amazon	TREE ELEMENTS - FESTIVAL OF LIGHTS	Christmas Holiday Events	-53.11	-3,004.55
06/18/2024	Advance Drone Services	Drone Show	4th of July	-5,000.00	-8,004.55
06/18/2024	My Instore Ap	DOWNTOWN RADIO SUBSCRIPTION	Admin & Maintenance	-410.28	-8,414.83
06/20/2024	Planable.IO	FACEBOOK MANAGEMENT SOFTWARE	4th of July	-130.00	-8,544.83
06/20/2024	Planable.IO	FACEBOOK MANAGEMENT SOFTWARE	Christmas Holiday Events	-130.00	-8,674.83
06/21/2024	All Star Trophies & Signs	8X10 PLAQUES(11)	4th of July	-682.00	-9,356.83
06/21/2024	All Star Trophies & Signs	3" ROUNDS(22)	4th of July	-176.00	-9,532.83
06/21/2024	All Star Trophies & Signs	3X5 METAL (4)	4th of July	-48.00	-9,580.83
06/21/2024	All Star Trophies & Signs	DASH PLAQUES(220)	4th of July	-275.00	-9,855.83
06/21/2024	All Star Trophies & Signs	22X30 POSTERS	4th of July	-100.00	-9,955.83
06/21/2024	All Star Trophies & Signs	TAX	4th of July	-110.49	-10,066.32
06/21/2024	Paul's Paint Company	MARKING PAINT	4th of July	-29.33	-10,095.65
06/23/2024	Facebook	FACEBOOK ADS	4th of July	-159.00	-10,254.65
06/26/2024	Manuel Mejia	DJ Services	4th of July	-800.00	-11,054.65
06/26/2024	Raul Guzman	DJ	4th of July	-300.00	-11,354.65
06/26/2024	Food Max	GOODIE BAG SUPPLIES	4th of July	-7.99	-11,362.64
06/26/2024	Smart and Final	GOODIE BAG SUPPLIES	4th of July	-29.40	-11,392.04
06/27/2024	Urban Illustrators	artwork per hour/screen setup fee	4th of July	-360.00	-11,752.04
06/27/2024	Urban Illustrators	port white tees - 1 color sleeve 3 color sleeve 5 color chest 6 color back	4th of July	-3,875.00	-15,627.04
06/27/2024	Urban Illustrators	xxl and up additional fee	4th of July	-120.00	-15,747.04
06/28/2024	Seeger's Printing	Banners for Parade/Drone/Car Show	4th of July	-2,867.70	-18,614.74
06/28/2024	The Home Depot	CAUTION TAPE	4th of July	-29.30	-18,644.04
06/30/2024		RECORD PREPAYS AND DEFERRED INCOME	4th of July	19,086.81	442.77
Total 62000 · Promotion - Other				442.77	442.77
Total 62000 · Promotion				442.77	442.77
62120 - Clean & Safe Program					
06/01/2024	Helping Hands Ministry		Admin & Maintenance	-2,500.00	-2,500.00
06/26/2024	Helping Hands Ministry		4th of July	-500.00	-3,000.00
06/30/2024		RECORD PREPAYS AND DEFERRED INCOME	4th of July	500.00	-2,500.00
Total 62120 · Clean & Safe Program				-2,500.00	-2,500.00
62250 - Telephone and Communications					
06/01/2024	Turlock Chamber of Commer...	June Rent	Admin & Maintenance	-25.00	-25.00
Total 62250 · Telephone and Communications				-25.00	-25.00
62260 - Travel and Meetings					
06/12/2024	Taqueria La Primera	MEETING WITH LIGHT POLE ENGINEER	Admin & Maintenance	-34.86	-34.86
06/29/2024	Central Station Bar	MEETING FOR 4TH OF JULY VOLUNTEERS	4th of July	-182.16	-217.02
06/30/2024		RECORD PREPAYS AND DEFERRED INCOME	4th of July	219.10	2.08
Total 62260 · Travel and Meetings				2.08	2.08
62870 - Rent Facilities					
06/01/2024	Turlock Chamber of Commer...	June Rent	Admin & Maintenance	-425.00	-425.00
Total 62870 · Rent Facilities				-425.00	-425.00
65180 - Bank Charges/Late Fees					
06/26/2024	Square	Square Fee's	4th of July	-6.90	-6.90
06/30/2024		RECORD PREPAYS AND DEFERRED INCOME	4th of July	6.90	0.00
Total 65180 · Bank Charges/Late Fees				0.00	0.00
TOTAL				-175.14	-175.14

City Council Staff Report

August 27, 2024



From: Sarah Eddy, Deputy City Manager

Prepared by: Sarah Eddy, Deputy City Manager

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Appointing and employing CalPERS retired annuitant Gary Hampton as Acting 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 Acting City Manager

2. SYNOPSIS:

The appointment and employment of an Acting City Manager is recommended because current City Manager Wilson has requested a medical leave commencing September 1, 2024. City Manager Wilson recommends that the City Council appoint and hire CalPERS annuitant Gary Hampton as the Acting City Manager and that all CalPERS requirements be fulfilled. It is also recommended that 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 be suspended during the period of Mr. Hampton's appointment as Acting City Manager.

3. DISCUSSION OF ISSUE:

The appointment and employment of an Acting City Manager is recommended because current City Manager Wilson has requested a medical leave commencing September 1, 2024. City Manager Wilson recommends that the City Council appoint and hire CalPERS annuitant, Gary Hampton as the Acting City Manager because he has the requisite specialized skills necessary for the position and has served in the Acting City Manager position previously for the City.

City Manager Wilson also recommends that all CalPERS requirements be fulfilled. Gary Hampton retired from City employment and is a CalPERS annuitant. CalPERS statutes, regulations, and guidance set forth a variety of rules and

procedures applicable to the employment of a CalPERS retired annuitant including the following:

- The compensation paid to a CalPERS annuitant must be within the existing salary schedule for the position at issue;
- The annuitant may not exceed 960 hours of service per fiscal year;
- The annuitant may not receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate;
- The duration of employment must be terminated at the end of the leave of absence of the current City Manager and may not exceed one year based on CalPERS rules.

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

4. BASIS FOR RECOMMENDATION:

CalPERS procedures require the City Council to adopt a resolution related to the appointment of a CalPERS annuitant where a position is available based on a leave of absence, and where the position requires specialized skills.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: In accordance with CalPERS rules, and based on placement of Mr. Hampton on Step 5 of the existing City Manager salary schedule, Mr. Hampton will receive an hourly rate of pay calculated as follows: $\$19,642.00/173.333 = \113.32 per hour. CalPERS rules restrict the maximum amount of hours to 960 per fiscal year. There are sufficient savings due to vacancies in the City Manager's department and therefore no budget augmentation is needed at this time.

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council may choose to not proceed further with the employment of Gary Hampton as Acting City Manager.

9. ATTACHMENTS

1. Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

RESOLUTION 2024-XXX

IN THE MATTER OF APPOINTING AND}
EMPLOYING CALPERS RETIRED } }
ANNUITANT GARY HAMPTON AS ACTING } }
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 ACTING } }
CITY MANAGER } }

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

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

WHEREAS, the position of Acting City Manager is available because the current City Manager will be on a medical leave of absence; and

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

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

WHEREAS, due to the unquestionable uniqueness of Mr. Hampton’s qualifications to serve as the Acting City Manager, the duration of the appointment pursuant to CalPERS rules, and to ensure the efficient continuation of the City Manager’s duties and responsibilities, section 14.05 “Employment of Relatives, Anti-Nepotism Policy, and Conflict of Interest Living Arrangements Relating to City Employment” of the Personnel System Rules and Regulations, shall be suspended as to the applicability to the City Manager and/or the City Manager’s relatives during the period of Mr. Hampton’s appointment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock that:

1. Mr. Hampton is appointed to serve as Acting City Manager based on the specialized skills he possesses and which are needed in performing the duties of the position, effective September 1, 2024.

2. In accordance with CalPERS rules, Mr. Hampton shall be placed on Step 5 of the existing City Manager salary schedule, with an hourly rate of pay calculated as follows: $\$19,642/173.333 = \113.32 per hour.

3. Mr. Hampton shall not exceed 960 hours of service per fiscal year.

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

5. Mr. Hampton's service as Acting City Manager shall be terminated at the end of the leave of absence of the current City Manager, and may not exceed one (1) year based on CalPERS rules.

6. During the time of Mr. Hampton's service as Acting City Manager, section 14.05 "Employment of Relatives, Anti-Nepotism Policy, and Conflict of Interest Living Arrangements Relating to City Employment" of the Personnel System Rules and Regulations for the City of Turlock, shall be suspended as to the applicability to the City Manager and/or the City Manager's relatives during the period of Mr. Hampton's appointment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of August 2024, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Staff Report

August 27, 2024



From: Jessie Dhami, Human Relations Director

Prepared by: Jessie Dhami, Human Relations Director

Agendized by: Sarah Eddy, Deputy City Manager

1. ACTION RECOMMENDED:

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

2. SYNOPSIS:

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

3. DISCUSSION OF ISSUE:

Should the City Council appoint Mr. Hampton as the Acting City Manager, staff recommends that the City enter into the attached Employment Agreement that memorializes the terms of Mr. Hampton's employment as Acting City Manager, and as a CalPERS retired annuitant. The attached Employment Agreement is substantially similar to the employment agreement entered into between the City and Mr. Hampton in 2021 when he previously served as the Acting City Manager.

The Employment Agreement between the City of Turlock and Gary Hampton sets forth applicable employment terms and references Mr. Hampton's status as a CalPERS annuitant including the following:

- The amount of compensation set at Step 5 of the current City Manager salary schedule;
- That no other benefit, incentive, compensation in lieu of benefits, or other form of compensation shall be received in addition to the hourly pay rate;
- Reference to performance of the duties of the City Manager position;

- The maximum amount of 960 hours of service per fiscal year pursuant to CalPERS rules;
- The ability of the City Council and Mr. Hampton to terminate the agreement;
- The duration of employment not exceeding the leave of absence of the current City Manager, and not exceeding one year based on CalPERS rules;
- A certification that Mr. Hampton has not received any unemployment insurance compensation arising out of prior employment with a public employer during the twelve (12) month period prior to appointment, as required by CalPERS rules.

4. BASIS FOR RECOMMENDATION:

The Employment Agreement memorializes the terms of Mr. Hampton's employment as Acting City Manager, and as a CalPERS retired annuitant.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: In accordance with CalPERS rules, and based on placement of Mr. Hampton on Step 5 of the existing City Manager salary schedule, Mr. Hampton will receive an hourly rate of pay calculated as follows: $\$19,642.00/173.333 = \113.32 per hour. CalPERS rules restrict the maximum amount of hours to 960 per fiscal year. There are sufficient savings due to vacancies in the City Manager's department and therefore no budget augmentation is needed at this time.

6. DEPUTY CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council may choose to not proceed with the appointment and employment of Gary Hampton as Acting City Manager.

9. ATTACHMENTS:

1. Draft Resolution
2. Employment Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF TURLOCK AND GARY HAMPTON AS ACTING CITY MANAGER	} RESOLUTION NO. 2024-XXX } } } } } }
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WHEREAS, the position of Acting City Manager is available because the current City Manager has requested a medical leave commencing on September 1, 2024; and

WHEREAS, current City Manager recommends that the City Council appoint and hire retired CalPERS annuitant Gary Hampton as Acting City Manager; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock does approve the Employment Agreement attached as Exhibit A following the appointment of Mr. Hampton to serve as Acting City Manager.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of August 2024, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

Julie Christel, City Clerk
 City of Turlock, County of Stanislaus,
 State of California

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

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

1. Term and Conditions. City hereby employs Gary Hampton as the Acting City Manager effective on September 1, 2024. Mr. Hampton’s employment is subject to CalPERS rules and procedures related to employment of a CalPERS annuitant.
2. Compensation. In accordance with CalPERS rules, Mr. Hampton shall be placed on Step 5 of the existing City Manager salary schedule, with an hourly rate calculated as follows: $\$19,642.00/173.333 = \113.32 per hour. Mr. Hampton shall not receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly rate.
3. Duties. In serving as the Acting City Manager, Mr. Hampton is authorized to perform all duties assigned to the City Manager position.
4. CalPERS 960 Hour Limitation. Mr. Hampton shall not exceed 960 hours of service to the City (or a combined 960 hours of service to the City and other CalPERS-participating agencies) per fiscal year. Mr. Hampton shall report any other service performed to CalPERS-participating agencies during each fiscal year applicable under this agreement to the City’s Human Relations Director, and so that the Parties can ensure that the 960 hour limitation is not exceeded.
5. Duration and Termination. The term of this Agreement may be terminated by the City Council at any time. Mr. Hampton may terminate this Agreement upon fourteen (14) calendar day notice to the City Council. Further, the term of this Agreement shall not exceed the leave of absence of the current City Manager, and may not exceed one (1) year based on CalPERS rules.
6. Unemployment Insurance Certification. By signature below, and in accordance with CalPERS requirements at Government Code section 7522.56(e)(1), Mr. Hampton certifies that he has not received any unemployment insurance compensation arising out of prior employment with a public employer during the twelve (12) month period prior to appointment as Acting City Manager under this Agreement.
7. General Provisions.
 - a. Governing Law. This Agreement, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of California.
 - b. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions, and the Parties have not relied upon any representation, express or implied, not contained in this Agreement.

c. No Assignment. Mr. Hampton may not assign or transfer any rights granted or obligations assumed under this Agreement.

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

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

IN WITNESS WHEREOF, the Parties hereto have duly approved and executed this Agreement on August 27, 2024.

ON BEHALF OF THE CITY

Amy Bublak, Mayor

ACTING CITY MANAGER

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

Gary Hampton