

City Council Meeting Agenda

AMENDMENT NO. 1
09/25/2023



September 26, 2023

6:00 p.m.

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.

CALL TO ORDER SALUTE TO THE FLAG ROLL CALL AND DECLARATION OF CONFLICTS

1. APPROVAL OF AGENDA AS POSTED OR AMENDED

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

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

- | | |
|-----------------|---|
| A. Presentation | Certificate of Recognition in honor of the 9 th Annual Assyrian Festival |
| B. Presentation | Turlock Police Department Animal Services – Adoptable Pets |
| C. Presentation | GO GOV presentation by Kevin Strauss (<i>Sims</i>) |
| D. Presentation | Fire Department Annual Report (<i>Hunter</i>) |
| E. Proclamation | Fire Prevention Week (October 8 – 14, 2023) (<i>Hunter</i>) |
| F. Briefing | Breast Cancer Awareness Month, October 2023 (<i>Hunter</i>) |

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, SEPTEMBER 26, 2023**

Next City Council Resolution: 2023-214

Next Ordinance: 1307-CS

3. 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.

4. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE

5. 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 Weekly Demands of 08/31/2023 in the amount of \$1,706,027.53, 09/07/2023 in the amount of \$819,256.86, 09/14/2023 in the amount of \$762,830.37, the AP EFT Payment Register for July 2023 in the amount of \$6,324,830.56, the EFT Payment Register for March 2023 in the amount of \$6,510.57 and the Treasurer's Report for August 2023.
- B. Motion: Accepting improvements for City Project No. 19-51A "Columbia Pool Facility Demolition" and authorizing the City Engineer to file a Notice of Completion (*Morris*)
- C. Resolution 2023-XXX: Approving the establishment of a new job description for a Fleet Services Manager and amending the Management Salary Schedule effective September 26, 2023 (*Dhami*)
- D. Resolution 2023-XXX: Approving the revision to the job description for Police Officer I/II effective September 26, 2023. (*Dhami*)
- E. 1) Resolution 2023-XXX: Appropriating \$1,806,000 to Fund 246 "Landscape Assessment" account number 246-60-600.43700 "Slurry Seals" from Fund 246 unallocated reserves
- 2) Resolution 2023-XXX: Awarding bid and approving an Agreement with VSS International of West Sacramento, California in the amount of \$3,312,000, and authorizing a contingency amount of \$200,000 (6.0%) for construction of City Project No. 21-033 "Slurry Seals 2023" (*Morris*)
- F. Resolution 2023-XXX: Accepting an allocation of funds to administer the Selective Traffic Enforcement Program Grant through the California Office of Traffic Safety in an amount not to exceed \$110,000, and appropriating said funds into account number 266-20-255-352.35720 "OTS Step Grant" and accounts 266-20-255-352.41100_013 "Overtime OTS Step Grant" with associated benefit accounts for overtime in the amount of \$66,152, 266-20-255-352.47095_017 "Training Step Grant #PT24207" in the amount of \$4,069, 266-20-255-352.44001_043 "Supplies STEP Grant #PT24207" in the amount of \$9,779 and 266-20-255-352.51109_004 "Equipment STEP Grant #PT24207" in the amount of \$30,000, in Fund 266 "Police Grants" Program 352 "OTS Step Grant" (*Hedden*)

**CITY OF TURLOCK
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- G. Resolution 2023-XXX: Approving grant deeds to transfer property identified as Caltrans Parcels numbered 16662-1, 16663-1, 16664-1, and 16665-1 from the City of Turlock to the State of California for City Project No. 0828 “SR-99/Fulkerth Road Interchange” (*Morris*)
- H. Resolution 2023-XXX: Approving Amendment No. 1 to Agreement No. 2020-62 between the City of Turlock and Pace Supply, in a form approved by the City Attorney, increasing the annual compensation for the final year of the agreement from a maximum of \$120,000 by \$100,000 (non-general fund), for a total not-to-exceed amount of \$220,000 and the total maximum compensation under the Agreement from \$480,000 to \$580,000 (*Guerrero*)
- I. Motion: Accepting improvements for City Project 22-030 “Senior Center Sliding Glass Doors” and authorizing the City Engineer to file a Notice of Completion (*Morris*)
- J. Resolution 2023-XXX: Accepting an allocation of funds, authorizing the execution of a grant agreement and appropriating funds from the California for All Animals shelter assistance program through UC Davis in the amount of \$13,045.71 to be appropriated into revenue account number 266-20-255-348.35074 “Cat Kennel Grant Revenue” and expenditure account 266-20-255-348.47163 “Cat Kennel Grant Expenses” in Fund 266 “Police Grants” Program 348 “Animal Services” (*Hedden*)
- K. Resolution 2023-XXX: Approving revisions to the job descriptions for Public Facilities Maintenance Supervisor and Public Facilities Maintenance Assistant Supervisor effective September 26, 2023 (*Dhami*)

6. FINAL READINGS

None

7. PUBLIC HEARINGS

- A. Renewing the Downtown Turlock Property and Business Improvement District, approving the assessment formula, declaring the results of the majority protest proceedings and ordering the levying of the assessments (*Sims*)

Recommended Action: Resolution 2023-XXX: Renewing the Downtown Turlock Property and Business Improvement District, approving the assessment formula, declaring the results of the majority protest proceedings and ordering the levying of the assessments

8. ACTION ITEMS

Updated

- A. Authorizing the City Manager to execute an agreement between Fusus, Inc., of Peach Tree, GA, and the City of Turlock to provide a video and data collaboration platform for intelligence gathering for a period of thirty-six (36) months, in an amount not to exceed \$75,000 annually for a total not to exceed of \$225,000 and appropriate \$75,000 from Fund 118 “Measure A” unassigned reserves to account number 118-20-210-44030_001 “Minor Equipment Safety” (*Hedden*)

**CITY OF TURLOCK
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Recommended Action: Resolution 2023-XXX: Authorizing the City Manager to execute an agreement between Fusus, Inc., of Peach Tree, GA, and the City of Turlock to provide a video and data collaboration platform for intelligence gathering for a period of thirty-six (36) months, in an amount not to exceed \$75,000 annually for a total not to exceed of \$225,000 and appropriate \$75,000 from Fund 118 "Measure A" unassigned reserves to account number 118-20-210-44030_001 "Minor Equipment Safety"

- B. Accepting the City of Turlock's audited Financial Statements for the fiscal year ended June 30, 2021 and related reports (*Moreno*)

Recommended Action: Motion: Accepting the City of Turlock's audited Financial Statements for the fiscal year ended June 30, 2021 and related reports

- C. Approving the First Amended and Restated Agreement between the City of Turlock and Operational Technical Services, LLC, to provide senior water treatment plant operator services for a maximum annual compensation amount of \$1,638,794 and an option for a one year extension with a total maximum compensation of \$3,277,588 if the extension option is exercised, and appropriating \$1,638,794 in Fiscal Year 2023-2024 to Fund 450 SRWA (Stanislaus Regional Water Authority) expense account number 450-53-550.43314 "Contract Help - Service" and revenue account number 450-53-550.37435 "SRWA JPA (Fund 950) Reimbursement" (*Estrada*)

Recommended Action: Resolution 2023-XXX: Approving the First Amended and Restated Agreement between the City of Turlock and Operational Technical Services, LLC, to provide senior water treatment plant operator services for a maximum annual compensation amount of \$1,638,794 and an option for a one year extension with a total maximum compensation of \$3,277,588 if the extension option is exercised, and appropriating \$1,638,794 in Fiscal Year 2023-2024 to Fund 450 SRWA (Stanislaus Regional Water Authority) expense account number 450-53-550.43314 "Contract Help - Service" and revenue account number 450-53-550.37435 "SRWA JPA (Fund 950) Reimbursement"

- D. Appropriating \$95,000.00 from Fund 218 Measure L unallocated reserves to Fund 218 "Measure L" account number 218-40-461.48001_329 "Transfers Out F215 Pedras Rehab" and account number 215-40-420-38001_329 "Transfers In From F218 Pedras Rehab" to be expensed from account number 215-40-420.51210 "Federal Streets Project" to provide necessary funding for City Project No. 21-021 "Pedras Road Rehabilitation" and awarding bid and approving an Agreement with Sinclair General Engineering Construction of Oakdale, California in the amount of \$1,484,336.29 and authorizing a contingency amount of \$148,000 (10%) for construction of City Project No. 21-021 "Pedras Road Rehabilitation" to be funded by Fund 215 "Streets -Grant Funded Projects," account number 215-40-420.51210 "Federal Streets Project," and funded in part by the federal Surface Transportation Improvement Program (STIP) (*Schulze*)

Recommended Action:

- 1) Resolution 2023-XXX: Appropriating \$95,000.00 from Fund 218 Measure L unallocated reserves to Fund 218 "Measure L" account number 218-40-461.48001_329 "Transfers Out F215 Pedras Rehab" and account number 215-40-420-38001_329 "Transfers In From

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F218 Pedras Rehab” to be expensed from account number 215-40-420.51210 “Federal Streets Project” to provide necessary funding for City Project No. 21-021 “Pedras Road Rehabilitation,” and

- 2) *Resolution 2023-XXX*: Awarding bid and approving an Agreement with Sinclair General Engineering Construction of Oakdale, California in the amount of \$1,484,336.29 and authorizing a contingency amount of \$148,000.00 (10%) for construction of City Project No. 21-021 "Pedras Road Rehabilitation" to be funded by Fund 215 “Streets -Grant Funded Projects,” account number 215-40-420.51210 “Federal Streets Project,” and funded in part by the federal Surface Transportation Improvement Program (STIP)

9. 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. We Care Update

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

11. COUNCILMEMBER QUESTIONS, 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.

12. CLOSED SESSION

- A. *Conference with Legal Counsel – Anticipated Litigation*, Cal. Gov’t Code §54956.9(d)(2)
“For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the 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): (2 cases)

13. REPORTS FROM CLOSED SESSION

14. ADJOURNMENT

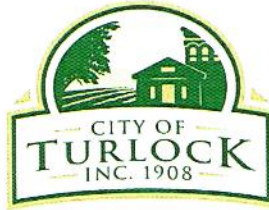
DECLARATION OF POSTING

I, Julie Christel, City Clerk for the City of Turlock, certify that I caused to be posted a copy of the City of Turlock City Council Agenda for the Regular Meeting of Tuesday, September 26, 2023 at City Hall, 156 S. Broadway, Turlock, California, 95380 on Friday, September 22, 2023.

Dated: September 22, 2023

/s/Julie Christel

Julie Christel
City Clerk



CITY OF TURLOCK

Certificate of Appreciation

This certificate is presented to

Central Valley Parishes of the Assyrian Church of the East

In honor and recognition of a very successful 9th Annual Assyrian Festival held in the city of Turlock on September 16-17, 2023. The City of Turlock sincerely appreciates and thanks you for continuing efforts to share the rich and vibrant Assyrian culture and traditions with our community.




AMY BUBLAK, MAYOR

September 26, 2023

DATE

Agenda Item 2B

Presentation

Turlock Police Department Animal Services

Adoptable Pets



Citizen Management Suite

Citizen Request
Management



Citizen Notifications
& Alerts



Products



Citizen Notifications

- Branded Mobile App
- Send to Multiple Channels (Push, Email, Facebook, Twitter)
- Subscription Groups
- Applets
 - Elected Officials
 - Phone Lists
 - Social Media Integrated
 - Surveys
 - Local Places
 - Pages
 - Any Mobile Content

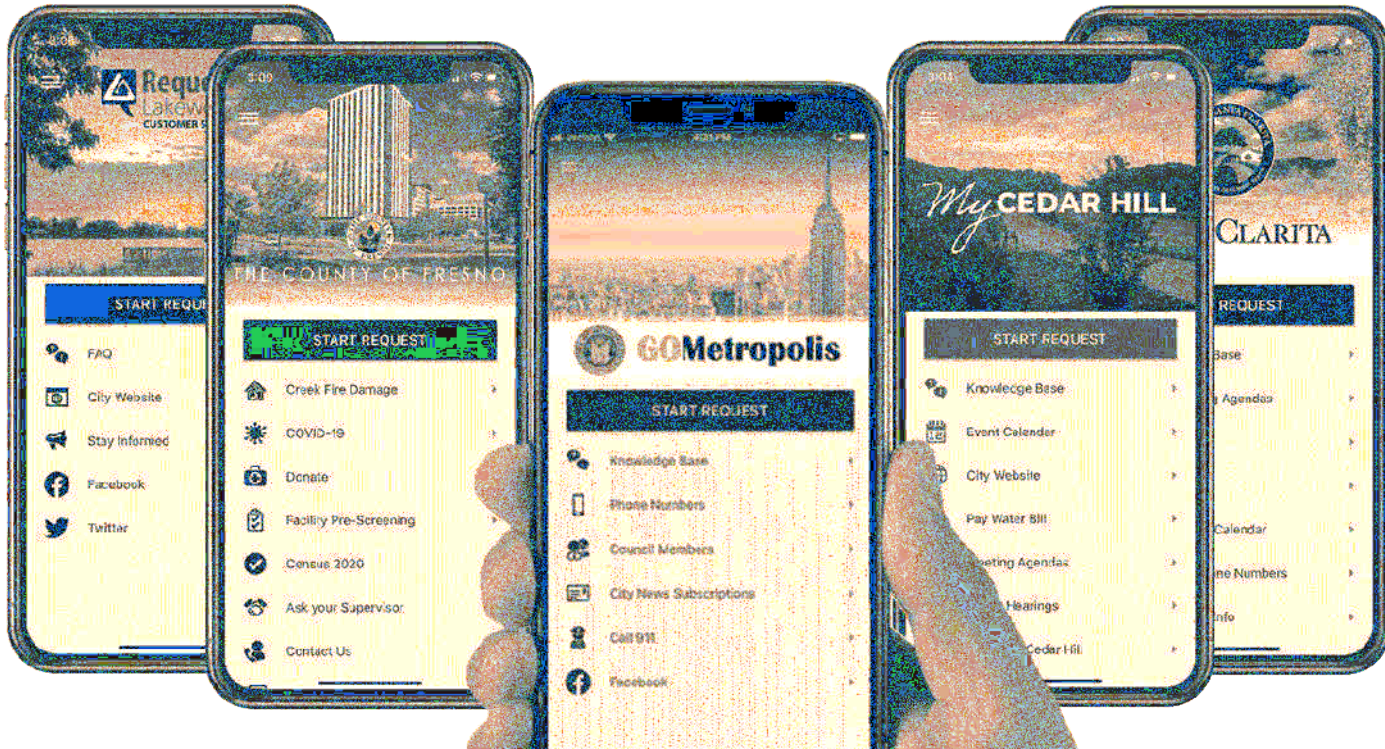
Citizen Request (CRM)

- Service Requests
- Knowledge Base
- Workflow
- Reporting & Mapping
- Satisfaction Surveys
- Work Order Lite (Time & Materials)
- Integrations
 - ESRI ArcGIS
 - LDAP / Active Directory
 - Work Order Systems

Code Enforcement (Not Included)

- Case Management
- Violations & Actions
- Attach Pictures, Videos & more
- Letters & Citations
- Fees & Payments
- Special Features
 - Rental Inspections
 - Weed Abatement
 - Vehicle Abatement
 - Business License Enforcement
- Integrations
 - ESRI ArcGIS
 - Permitting Systems
 - Collection Services

Branded Mobile App for Citizens



- Branded specifically for your Agency
- Access Useful City Information
- Submit Service Requests
- Knowledge Base of FAQs for Citizen Self-Service
- Receive Notifications & Alerts

Web Portal

- Embedded into City's Website
- Submit Service Requests
- Browse Knowledge Base
- Promotes Downloads of App
- Sign up for Email Notifications & Alerts



The screenshot shows the Placentia City Website Web Portal. At the top, there is a blue header with the Placentia logo, a '+ New Issue' button, and a 'Sign in' button. Below the header, there is a section titled 'Looking for Information?' with a question mark icon. This section contains a paragraph explaining the portal's purpose, an 'IMPORTANT NOTE' about request monitoring, and a search bar with the text 'Click here to search by key words'. Below the search bar is a 'Topic Areas' section with a grid of 20 categories, each with a right-pointing arrow. The categories are: Administration, Animals and Pest Control, Building and Facility Maintenance, Business Licenses, City Council, City Government, Code Enforcement, Elections, Employment Opportunities, Finance, Fire Prevention, Graffiti, Homelessness Concerns, Landscaping, Parks & Recreation, Permits and Licenses, Police and Public Safety, Procurement, Streets, Curbs and Gutters, Traffic Signs / Signals, Trash and Recycling, Utilities, and Website. To the right of the 'Topic Areas' section is a 'Most Requested' section with five items: 'City Job Openings', 'Business License Renewal', 'Business License Application and Fees', 'Pothole Repair', and 'Building and Facility Maintenance'. Below these are 'Contact Us', 'Trash Pickup', 'Dangerous or Unightly Property', 'Graffiti', and 'Curb/Gutter Damage/Water Ponding'. At the bottom of the page, there are buttons for 'Download on the App Store' and 'GET IT ON Google Play', a 'Select Language' dropdown menu, and a 'Powered by Google Translate' logo. The footer also includes the 'Powered by GOGov' logo.

Placentia + New Issue Sign in

? Looking for Information?

This site is designed to provide our residents, businesses and visitors with a Virtual City Hall, giving you the opportunity to access City Hall, 24-hours a day, 7-days a week, from the comfort of your own home.

IMPORTANT NOTE: Requests are NOT monitored on a 24/7 basis and are addressed during business hours. If you have an emergency, please call 9-1-1.

We are here to serve you!

Click here to search by key words

Topic Areas

▶ Administration	▶ Homelessness Concerns
▶ Animals and Pest Control	▶ Landscaping
▶ Building and Facility Maintenance	▶ Parks & Recreation
▶ Business Licenses	▶ Permits and Licenses
▶ City Council	▶ Police and Public Safety
▶ City Government	▶ Procurement
▶ Code Enforcement	▶ Streets, Curbs and Gutters
▶ Elections	▶ Traffic Signs / Signals
▶ Employment Opportunities	▶ Trash and Recycling
▶ Finance	▶ Utilities
▶ Fire Prevention	▶ Website
▶ Graffiti	

Most Requested

- City Job Openings**
How do I find the current job openings for the City of Placentia?
- Business License Renewal**
When is Business License due for renewal?
- Business License Application and Fees**
- Pothole Repair**
To report potholes for repairs to be completed by Public Works maintenance staff
- Building and Facility Maintenance**
How do I report a maintenance issue at a City facility or building?
- Contact Us**
How can I contact the City?
- Trash Pickup**
Who do I call for a bulky item garbage collection?
- Dangerous or Unightly Property**
How can I report dangerous or unsightly property?
- Graffiti**
How do I report graffiti and arrange for its removal?
- Curb/Gutter Damage/Water Ponding**
Repair and/or Replacement of Damaged Curb and Gutters

Download on the App Store GET IT ON Google Play

Select Language Powered by Google Translate

Powered by GOGov

Staff Software



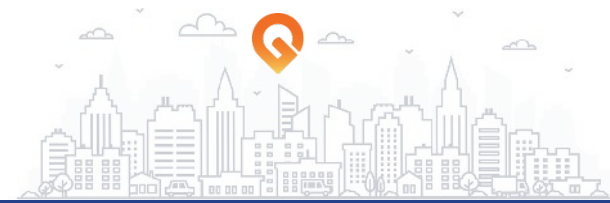
The screenshot displays a web-based interface for managing requests. At the top, there is a search bar with 'None' selected, a 'Reset' button, and a 'Return to Classic' link. A 'Create' button is visible in the top right. Below the search bar, a filter for 'Status Category: Open' is active. The main content area shows a table of requests with columns for STATUS, DUE, TOPIC, PEOPLE, UPDATED, and ENTERED. The table contains 7 rows of data, each with a small image on the left representing the request type.

	STATUS	DUE	TOPIC	PEOPLE	UPDATED	ENTERED
	Scheduled	Mar 3, 2021 +7D	Trash and Debris Code Enforcement 6 Oak St, Nescanset Please have someone clean up this trash I am tired of looking at it!	Ryan Reporter Kevin Strauss	Feb 17, 2021 4:53 PM	Feb 17, 2021 4:46 PM
	Open	Feb 25, 2021 +1D	Tall Grass/Weeds Code Enforcement 8 Moonlit Ct, Smithtown please help get the grass cut!	Kevin Strauss Kevin Strauss	Feb 11, 2021 1:53 PM	Feb 11, 2021 1:53 PM
	Open	Feb 18, 2021 -6D	Sidewalk Repair Public Works W Main St Job is to fix all sidewalk damage caused by recent parade	Kevin Strauss Kevin Strauss	Feb 24, 2021 9:39 AM	Feb 11, 2021 1:43 PM
	Open	Feb 25, 2021 +1D	Snow on Sidewalks Code Enforcement W Main St Guys - Please remove all snow from sidewalks and put down salt...	Kevin Strauss Kevin Strauss	Feb 24, 2021 9:37 AM	Feb 11, 2021 10:37 AM
	Open	Feb 23, 2021 -1D	Tall Grass/Weeds Code Enforcement 8 Moonlit Ct This grass is really long!	Jack Greenstone Kevin Strauss	Feb 24, 2021 9:40 AM	Feb 9, 2021 4:53 PM
	Open	Feb 22, 2021 -2D	Barking Dog Information Code Enforcement 8 Moonlit Ct The dog doesnt	Jack Greenstone Kevin Strauss	Feb 24, 2021 9:40 AM	Feb 8, 2021 4:20 PM
	Scheduled	Mar 17, 2021 +21D	Pothole Public Works 6 Oak St, Nescanset please fix this!	Ryan Reporter Kevin Strauss	Feb 3, 2021 4:15 PM	Feb 3, 2021 4:14 PM

- Manage & Route Requests
- Assign & Track Work
- Collaborate with Citizens and Staff
- Integrations with Third-Party Software
- Browser Based



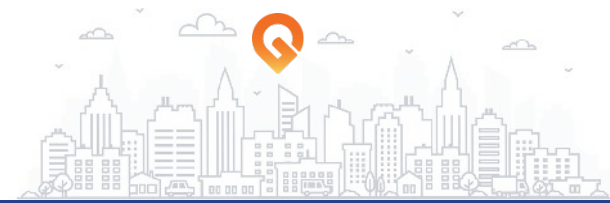
Reports



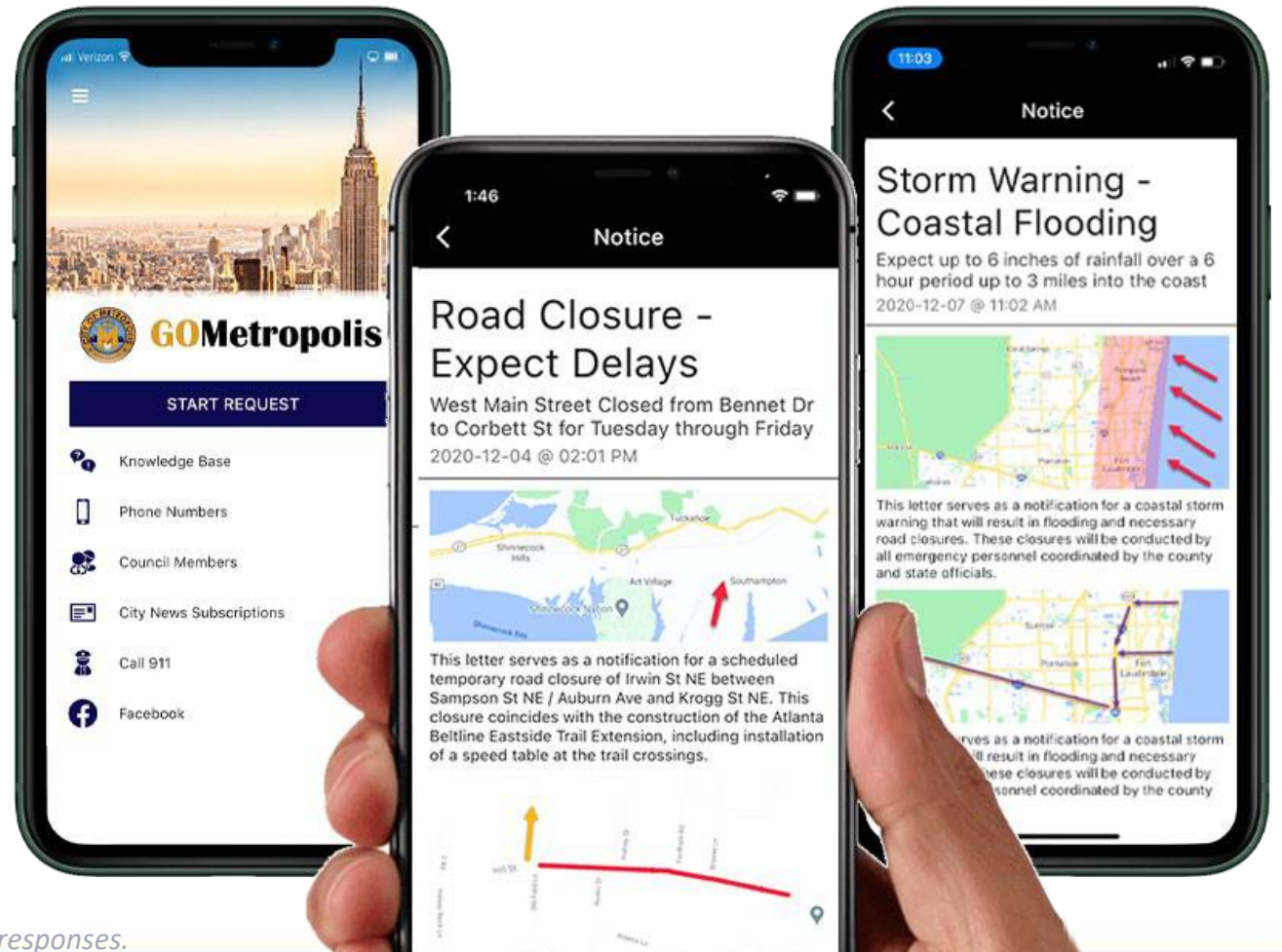
- Agency-wide Reports
- Departmental Reports
- Backlog by Department or Topic
- Response Times
- Citizen Satisfaction
- Custom Reports
- View Reports on a Map
- Save, Schedule & Export to Excel



Citizen Notifications

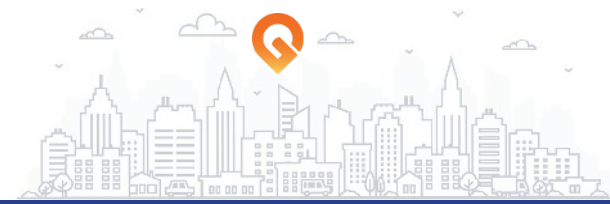


- Informational Messages
- Emergency Alerts
- Real Time Push Notifications
- Push to Social Media
- Send via Email
- Scheduled Sending
- Subscription Lists
- Manage Follow up Questions*



* Additional CRM module required to allow citizens to reply to notifications and manage responses.

Training & Implementation

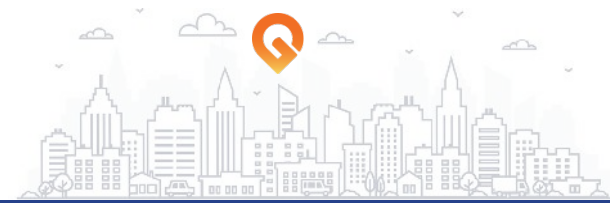


- Average Implementation is only a Few Weeks Long
- Unlimited Training for the Life of Working Together
- Dedicated Project Manager
- All Training Performed Remotely, via GoToMeeting
- All Sessions Recorded & Provided to City as a Video Library
- Continued Support Available via Phone, Email & Online Ticketing System



Pricing Model

Purchase Features you can use, not Licenses!



Population Based Pricing



No Up-Front Costs



Unlimited Users & Departments



Unlimited Training & Support



Fully Hosted



Software as a Service Subscription



Agenda Item 2D

Turlock Fire Department



History

MCST



"Protecting Your Quality of Life With Pride and Compassion"

MST



“Protecting Your Quality of Life With Pride and Compassion”

Value of Regionalization



- Vision is to deliver high quality fire protection services at an affordable cost
- Increase efficiencies and reduce duplications of service
- Balance values, traditions, and community service
- Resource sharing
- Fire Investigation Unit (FIU)
- Fleet services
- EMS Division
- Training Division
- Special Operations
- Community risk reduction
- **Alignment of policy & operational guidelines**

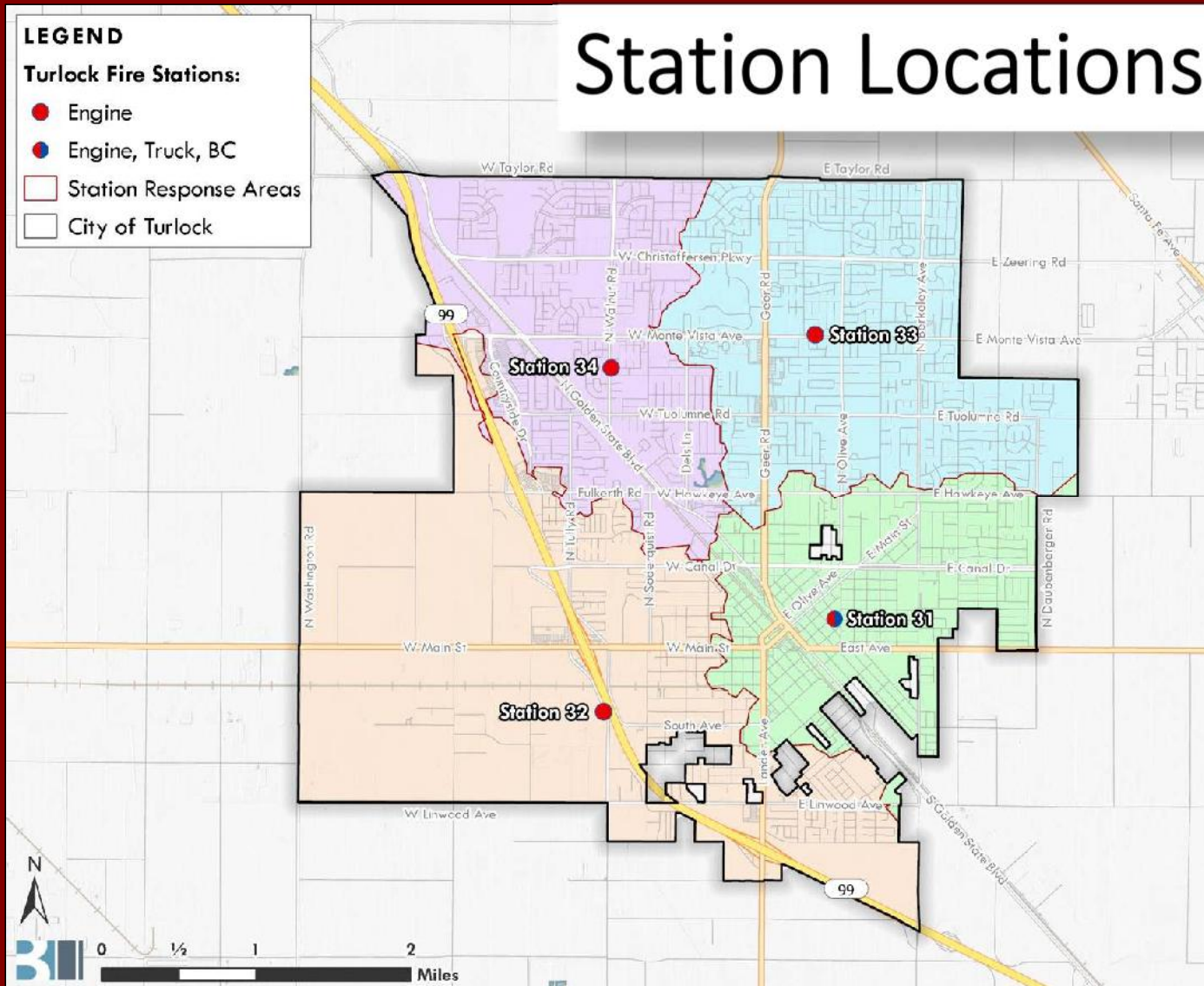
“Protecting Your Quality of Life With Pride and Compassion”

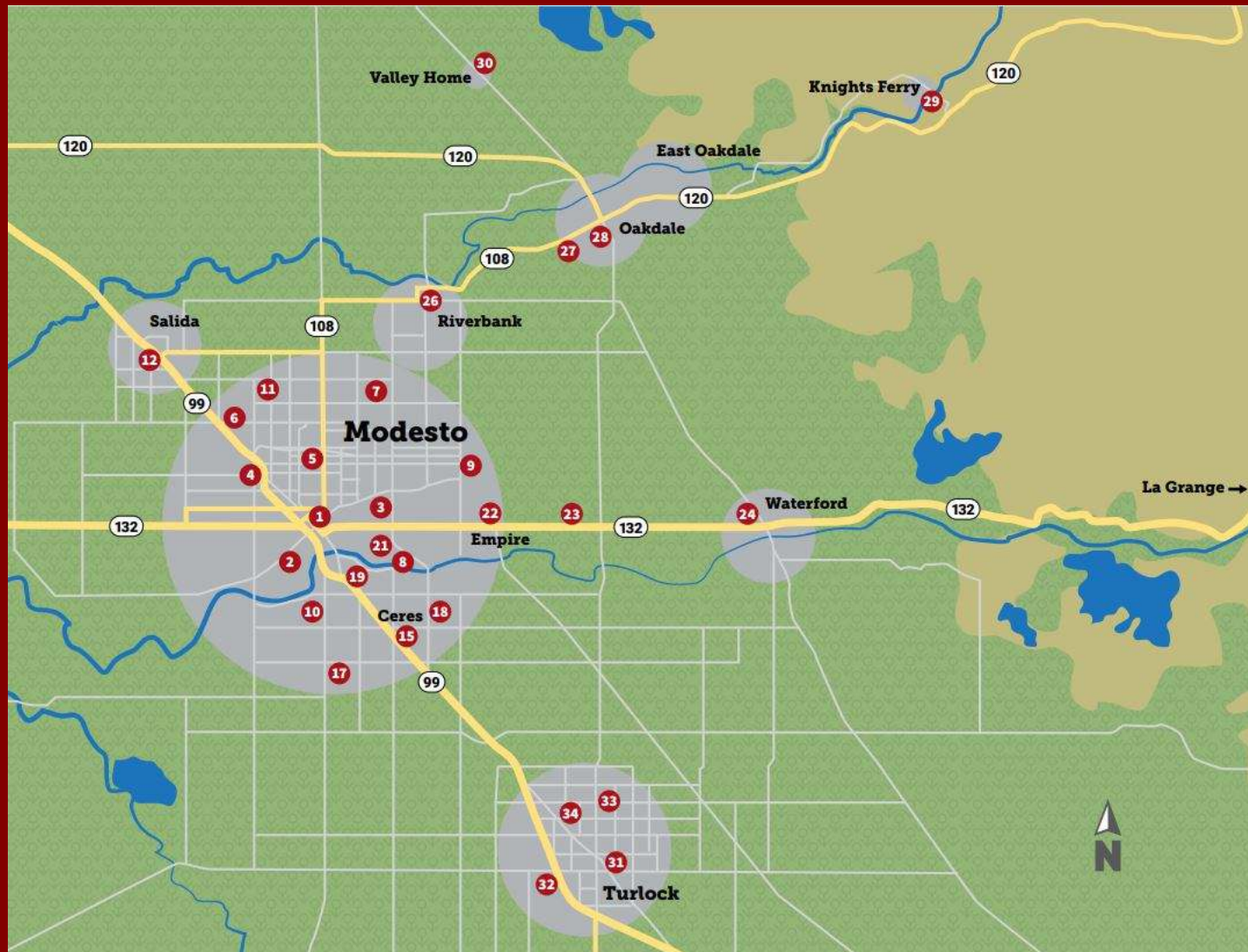
Station Locations

LEGEND

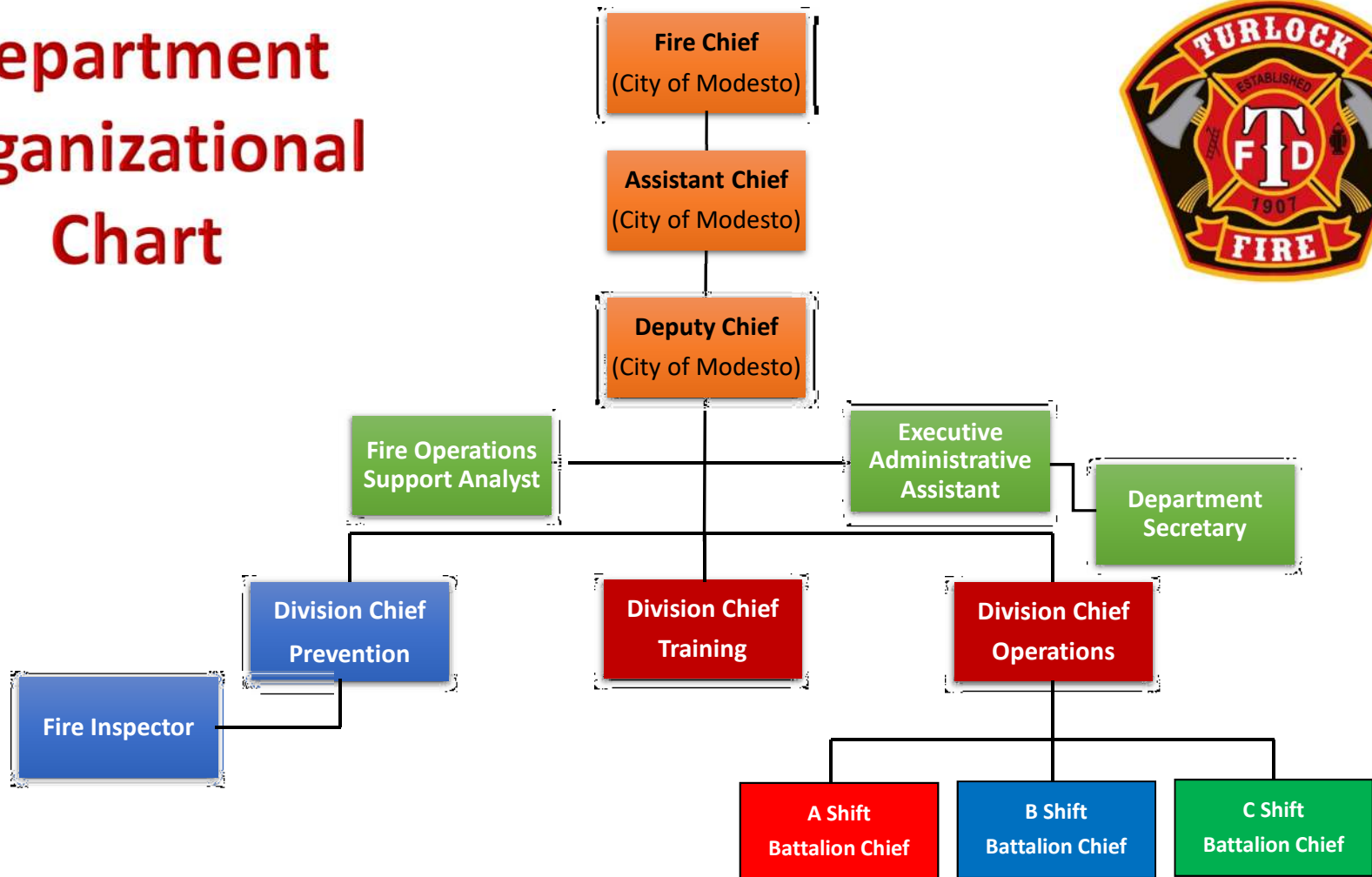
Turlock Fire Stations:

- Engine
- Engine, Truck, BC
- Station Response Areas
- City of Turlock





Department Organizational Chart



Challenges and Opportunities

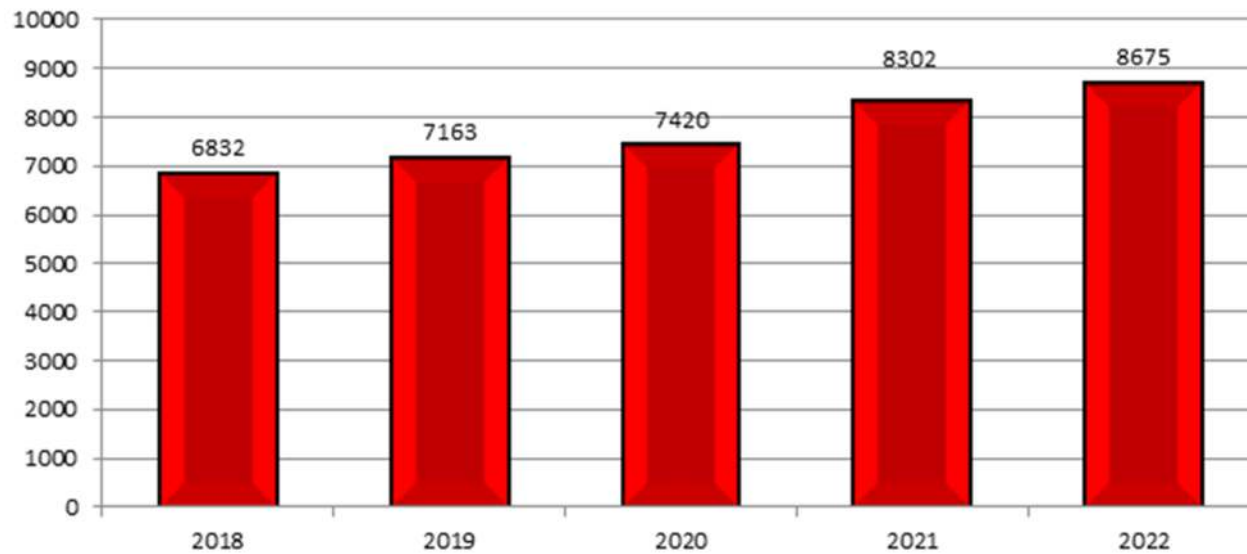
Challenges

- Aging stations
- Aging apparatus
- Staffing
- Department experience
- Increase in calls for service (27% increase over past 5 years)

Opportunities

- Promotions
- New hires
- Embrace regionalization
- Resource sharing agreement
- Recent purchase of new fire engines
- Career development & succession planning

“Protecting Your Quality of Life With Pride and Compassion”



“Protecting Your Quality of Life With Pride and Compassion”

Any Questions?



**A PROCLAMTION IN RECOGNITION OF
FIRE PREVENTION WEEK
OCTOBER 8 – 14, 2023**

WHEREAS, the City of Turlock is committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,800 people in the United States in 2021 , according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 338,000 home fires; and

WHEREAS, cooking is the leading cause of home fires in the United States and fire departments responded to more than 166,400 annually between 2016 and 2020; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking and more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

WHEREAS, residents should turn pot handles toward the back of the stove; always keep a lid nearby when cooking; keep a three-foot kid-free zone around the stove, oven, and other things that could get hot; watch what they heat; and set a timer to remind them that they are cooking; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, the City of Turlock’s first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2023 Fire Prevention Week™ theme, “Cooking safety starts with YOU. Pay attention to fire prevention™,” effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

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, do hereby proclaim October 8-14, 2023, as Fire Prevention Week throughout 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 26th day of September, 2023.

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

Agenda Item 2F

Briefing

Breast Cancer Awareness Month, October 2023

Chief Hunter

Payment Register

From Payment Date: 8/25/2023 - To Payment Date: 8/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
139564	08/31/2023	Open			Accounts Payable	A-Z BUS SALES INC	\$597.28		
	Invoice		Date	Description		Amount			
	INVSAC9963		08/23/2023	A-Z LAP AND SHOULDER BELT TRA		\$543.07			
	INVSAC9964		08/23/2023	A-Z FREIGHT CHARGE TRA		\$54.21			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$597.28			
139565	08/31/2023	Open			Accounts Payable	ABS DIRECT INC	\$7,000.00		
	Invoice		Date	Description		Amount			
	MP-20230825		08/25/2023	POSTAGE ADVANCE FOR OCT/NOV 2023		\$7,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$7,000.00			
139566	08/31/2023	Open			Accounts Payable	AMERICA'S AUTO GLASS	\$238.59		
	Invoice		Date	Description		Amount			
	3871		08/21/2023	AMERICA'S POL08-1282		\$238.59			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$238.59			
139567	08/31/2023	Open			Accounts Payable	ASSOC RIGHT OF WAY SERV	\$100.00		
	Invoice		Date	Description		Amount			
	000000021557		07/31/2023	SR02, 14-44 Intersection Improv at W Main St and Tegner -7/31/23		\$100.00			
	Paying Fund			Cash Account		Amount			
	215 - Streets - Grant Funded Projects			215.11000 (Cash)		\$100.00			
139568	08/31/2023	Open			Accounts Payable	AT&T / CALNET 3	\$5,729.12		
	Invoice		Date	Description		Amount			
	000020385222		08/13/2023	BAN #9391034847 /City-wide system 2096682612957 (7/13/23-8/12/23)		\$766.41			
	000020385218		08/13/2023	BAN #9391034842 / PSF Phones 2096323265 (7/13/23-8/12/23)		\$519.72			
	000020385364		08/29/2023	BAN #9391034901 (T1 LINE - 4-way split)		\$154.88			
	MULTI 8/31/23		08/13/2023	Multiple COT accounts paid on 8/31/23 (JUL - AUG 2023)		\$4,288.11			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,770.21			
	205 - Sports Facilities			205.11000 (Cash)		\$45.03			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$5.17			
	246 - Landscape Assessment			246.11000 (Cash)		\$5.17			
	255 - CDBG			255.11000 (Cash)		\$7.72			
	405 - Building			405.11000 (Cash)		\$94.17			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$226.21			
	420 - WATER			420.11000 (Cash)		\$100.00			
	426 - Transit			426.11000 (Cash)		\$168.89			
	501 - Information Technology			501.11000 (Cash)		\$178.10			
	502 - Engineering			502.11000 (Cash)		\$79.16			
	505 - Fleet			505.11000 (Cash)		\$49.29			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139569	08/31/2023	Open			Accounts Payable	AT&T California, AT&T Wholesale, AT&T DataComm	\$214.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	8/18/23		08/18/2023		Monthly Internet Service - 8/19/23-9/18/23		\$214.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	501 - Information Technology				501.11000 (Cash)		\$214.00		
139570	08/31/2023	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$26,043.16		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	688727		07/31/2023		July 2023 Legal Services		\$26,043.16		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$26,043.16		
139571	08/31/2023	Open			Accounts Payable	BADGER METER INC dba NATIONAL METER & AUTOMATION	\$60.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	80134501		07/29/2023		ORION CELLULAR JULY 2023		\$60.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$60.00		
139572	08/31/2023	Open			Accounts Payable	BlueTrack, Inc.	\$4,794.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	MU-93461		04/07/2023		Promotional Items for Fair 2023 - Stress Ball Buses		\$4,794.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	426 - Transit				426.11000 (Cash)		\$4,794.00		
139573	08/31/2023	Open			Accounts Payable	BONANDER TRUCKS	\$378.57		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	268471		08/24/2023		BONANDER CABLE BRACKET LEVER TRA		\$378.57		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	426 - Transit				426.11000 (Cash)		\$378.57		
139574	08/31/2023	Open			Accounts Payable	BSK & ASSOCIATES	\$8,628.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0103239		07/31/2023		SR05, 20-002 SW Quadrant Road Rehab-7/1/23 - 7/31/23		\$8,628.50		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	218 - Measure L				218.11000 (Cash)		\$8,628.50		
139575	08/31/2023	Open			Accounts Payable	CAL VALLEY CONSTRUCTION, INC.	\$151,522.07		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	PP1/22001 PACK3		06/30/2023		22-001 Citywide St Rehab & Impov Pack 3-Fosberg 5/1/23-6/30/23		\$126,729.52		
	PP1/22001 PACK1		06/30/2023		22-001 Citywide Rehab & Impov Proj Var Loc Pack1 5/1/23-6/30/23		\$24,792.55		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	115 - Measure A - Roads				115.11000 (Cash)		\$151,522.07		
139576	08/31/2023	Open			Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	\$450.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	TP23004488		07/31/2023		CONFIDENTIAL VICTIM EXPENSE E6600095689501		\$150.00		
	TP23004476		07/31/2023		CONFIDENTIAL VICTIM EXPENSE E6600095671501		\$150.00		
	TP23003847		07/31/2023		CONFIDENTIAL VICTIM EXPENSE E6600094979001		\$150.00		

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	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$450.00		
139577	08/31/2023	Open			Accounts Payable	California Transit Association	\$500.00		
	Invoice			Date	Description		Amount		
	14915		08/25/2023		Registration for 58th Annual Fall Conference & Expo		\$500.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$500.00		
139578	08/31/2023	Open			Accounts Payable	CALLYO 2009 Corp	\$3,540.00		
	Invoice			Date	Description		Amount		
	R18066		06/23/2023		6/1/23-5/31/24 RENEWAL - 5 USERS		\$3,540.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,540.00		
139579	08/31/2023	Open			Accounts Payable	CARNEGIE ARTS CENTER FOUNDATION	\$8.00		
	Invoice			Date	Description		Amount		
	8/1/22-7/31/23		06/30/2023		Interest on Performance Security 8/1/22-7/31/23		\$8.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$8.00		
139580	08/31/2023	Open			Accounts Payable	CAROLLO ENGINEERS	\$16,219.50		
	Invoice			Date	Description		Amount		
	FB38601		06/30/2023		23-022 Hydraulic Modeling for 1, 3 - TCP-through 6/30/23		\$12,099.50		
	FB38893		06/30/2023		21-036 CIP Update to Storm & Sewer Master Plans- 6/30/23		\$4,120.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,120.00		
	420 - WATER			420.11000 (Cash)			\$12,099.50		
139581	08/31/2023	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	\$4,188.09		
	Invoice			Date	Description		Amount		
	223634		07/07/2023		UT - AGGREGATE, ASPHALTIC CONCRETE & RELATED MATERIALS		\$575.00		
	223914		07/11/2023		FILL SAND		\$445.00		
	223657		07/07/2023		SEWER JOBS		\$495.00		
	226128		08/08/2023		COLDMIX		\$2,738.09		
	225872		08/04/2023		RECYCLED AB		\$495.00		
	999991		06/15/2023		CREDIT DUE TO OVER PAYMENT		(\$560.00)		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,005.00		
	420 - WATER			420.11000 (Cash)			\$3,183.09		
139582	08/31/2023	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$103,186.93		
	Invoice			Date	Description		Amount		
	PP2/CP 22-022		08/31/2023		22-022 HVAC Unit Replacements-Variou Locations		\$103,186.93		
	Paying Fund			Cash Account			Amount		
	119 - American Rescue Plan Act			119.11000 (Cash)			\$103,186.93		
139583	08/31/2023	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$6,593.00		
	Invoice			Date	Description		Amount		
	QP-7-23		07/01/2023		QTRLY PEST CONTROL SERVICES JUL-SEP 2023		\$1,630.00		

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	MP7-23		07/01/2023			MONTHLY PEST CONTROL SERVICES - JULY 2023	\$1,670.00		
	MW-7-23		07/31/2023			MONTHLY WEED CONTROL SERVICES - JULY 2023	\$3,293.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,826.66		
	205 - Sports Facilities				205.11000 (Cash)		\$140.00		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$368.00		
	246 - Landscape Assessment				246.11000 (Cash)		\$28.34		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,195.00		
	416 - Recycled Water Sales				416.11000 (Cash)		\$75.00		
	420 - WATER				420.11000 (Cash)		\$755.00		
	426 - Transit				426.11000 (Cash)		\$60.00		
	505 - Fleet				505.11000 (Cash)		\$145.00		
139584	08/31/2023	Open			Accounts Payable	Confluence Engineering Group LLC	\$15,441.50		
	Invoice		Date		Description	Amount			
	12-0723TRLKWQSP2		07/31/2023		BILLING PERIOD 7/1 - 7/31/23	\$15,441.50			
	Paying Fund				Cash Account	Amount			
	420 - WATER				420.11000 (Cash)	\$15,441.50			
139585	08/31/2023	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$20,355.32		
	Invoice		Date		Description	Amount			
	67890		07/03/2023		Standard Security 7.3.2023, 7.5.2023-7.7.2023	\$1,031.94			
	68032		08/15/2023		Standard Security & Meeting 8.7.2023-8.11.2023	\$1,357.97			
	68003		08/08/2023		Standard Security & Meeting 7.31.2023-8.4.2023	\$1,312.61			
	67972		08/01/2023		Standard Security & Meeting 7.24.2023-7.28.2023	\$1,312.61			
	67916		07/27/2023		Standard Security & Meeting 7.10.23-7.14.23 & 7.17.23-7.21.23	\$2,596.86			
	68063		08/14/2023		Standard Security & Meeting 8.14.2023 - 8.18.2023	\$1,312.61			
	68064		08/25/2023		Unarmed Security Services for Transit Center 8/14/23-8/20/23	\$3,810.24			
	67973		08/25/2023		Unarmed Security Services for Transit Center 7/24/23-7/30/23	\$3,810.24			
	68004		08/25/2023		Unarmed Security Services for Transit Center 7/31/23-8/06/23	\$3,810.24			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$8,924.60			
	426 - Transit				426.11000 (Cash)	\$11,430.72			
139586	08/31/2023	Open			Accounts Payable	CULLIGAN INC	\$68.00		
	Invoice		Date		Description	Amount			
	Transit-7/31/23		08/25/2023		FY23-24 Water Softener Services for Transit 8/1/23 - 8/31/2023	\$68.00			
	Paying Fund				Cash Account	Amount			
	426 - Transit				426.11000 (Cash)	\$68.00			
139587	08/31/2023	Open			Accounts Payable	DELL MARKETING LP	\$1,707.85		
	Invoice		Date		Description	Amount			
	10678686773		06/15/2023		IT XPS	\$1,707.85			
	Paying Fund				Cash Account	Amount			
	501 - Information Technology				501.11000 (Cash)	\$1,707.85			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139588	08/31/2023	Open			Accounts Payable	DELTA WIRELESS & NETWORK	\$94.04		
	Invoice		Date	Description			Amount		
	213000115-1		06/16/2023	STANDARD PALM MIC /GCAI			\$94.04		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$94.04		
139589	08/31/2023	Open			Accounts Payable	DOCUSCRIPT, LLC	\$645.80		
	Invoice		Date	Description			Amount		
	2322		08/01/2023	TRANSCRIPTION SERVICES FOR JULY 2023			\$645.80		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$645.80		
139590	08/31/2023	Open			Accounts Payable	ECONOMIC & PLANNING INC	\$5,560.00		
	Invoice		Date	Description			Amount		
	222062-9		07/31/2023	Turlock Maintenance Services - CFD July 2023			\$1,260.00		
	232053-1		07/31/2023	Turlock CFD #1 Admin FY 23-24			\$4,300.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,260.00		
	705 - NW Triangle Mello Roos (CFD #1)			705.11000 (Cash)			\$4,300.00		
139591	08/31/2023	Open			Accounts Payable	EQUIFAX	\$91.77		
	Invoice		Date	Description			Amount		
	2057106606		08/23/2023	PD BACKGROUNDS			\$53.13		
	2056604418		07/31/2023	PD BACKGROUNDS			\$38.64		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$91.77		
139592	08/31/2023	Open			Accounts Payable	FEDERAL EXPRESS	\$47.02		
	Invoice		Date	Description			Amount		
	8-228-40532		08/18/2023	SHIPPING CHARGES FOR 8/18/23			\$47.02		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$47.02		
139593	08/31/2023	Open			Accounts Payable	GRAYSHIFT LLC	\$10,995.00		
	Invoice		Date	Description			Amount		
	INV03447		08/18/2023	Annual Subscription Sept 1, 2023 - Aug 31, 2024			\$10,995.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$10,995.00		
139594	08/31/2023	Open			Accounts Payable	HASA INC	\$8,293.68		
	Invoice		Date	Description			Amount		
	906523		07/27/2023	WELL 13			\$328.85		
	906534		07/27/2023	WELL 33			\$657.71		
	906531		07/27/2023	WELL 30			\$328.85		
	906536		07/27/2023	WELL 34			\$246.64		
	906542		07/27/2023	WELL 40			\$328.85		
	906537		07/27/2023	WELL 36			\$246.64		
	906524		07/27/2023	WELL 20			\$493.28		
	906540		07/27/2023	WELL 38			\$986.56		
	906538		07/27/2023	WELL 37			\$855.02		
	906528		07/27/2023	WELL 27			\$674.15		
	907688		08/02/2023	FULKERTH TANK			\$726.77		
	906541		07/27/2023	WELL 39			\$263.08		
	906532		07/27/2023	WELL 32			\$578.78		

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	906527		07/27/2023		WELL 24		\$805.69		
	907686		08/02/2023		D ST TANK		\$772.81		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$8,293.68		
139595	08/31/2023	Open			Accounts Payable	HILMAR READY MIX	\$104.64		
	Invoice		Date	Description		Amount			
	12207		08/08/2023	519 S CENTER		\$104.64			
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$104.64		
139596	08/31/2023	Open			Accounts Payable	Hinderliter, de Llamas and Associates	\$125.00		
	Invoice		Date	Description		Amount			
	SIN030628		07/31/2023	Cannabis Management Program - July 2023 Services		\$125.00			
	Paying Fund				Cash Account		Amount		
	117 - Cannabis				117.11000 (Cash)		\$125.00		
139597	08/31/2023	Open			Accounts Payable	JCS PROPERTIES LLC	\$1,551.68		
	Invoice		Date	Description		Amount			
	September 2023		08/25/2023	MOBILE HOME RENT SUBSIDY PROGRAM		\$1,551.68			
	Paying Fund				Cash Account		Amount		
	625 - Successor Agency - LMI				625.11000 (Cash)		\$1,551.68		
139598	08/31/2023	Open			Accounts Payable	MICROBIZ SECURITY COMPANY	\$7,371.80		
	Invoice		Date	Description		Amount			
	70563		06/30/2023	Remotes and Access cards for PSF		\$732.80			
	70877		07/28/2023	Limited Maintenance Agreement 7/1/2023 - 6/30/2024		\$6,639.00			
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$732.80		
	501 - Information Technology				501.11000 (Cash)		\$6,639.00		
139599	08/31/2023	Open			Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$639.81		
	Invoice		Date	Description		Amount			
	AR1001362		08/15/2023	Engineering-Ink Cartridges for Canon TX 3000MFP		\$351.95			
	AR1003433		08/23/2023	Engineering -Ink Cartridge 700ML- Canon TX 3000MFP		\$287.86			
	Paying Fund				Cash Account		Amount		
	502 - Engineering				502.11000 (Cash)		\$639.81		
139600	08/31/2023	Open			Accounts Payable	Mountain Cascade, Inc.	\$458,487.94		
	Invoice		Date	Description		Amount			
	PP21/CP 18-59		07/31/2023	18-69 Surface Water Distribution System Improv-7/1/23-7/31/23		\$458,487.94			
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$458,487.94		
139601	08/31/2023	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$4,610.47		
	Invoice		Date	Description		Amount			
	8577-407873		08/18/2023	NEXT FAN		\$665.65			
	8577-407991		08/21/2023	NEXT AC COMPRESSOOR		\$456.70			
	8577-407927		08/21/2023	NEXT 2002 F150 BATTERY		\$178.72			
	8577-408019		08/22/2023	NEXT 2019 IMPALA BATTERY		\$58.70			
	8577-408022		08/22/2023	NEXT TACTICAL FLASHLIGHT		\$273.68			
	8577-408061		08/22/2023	NEXT CTNG WHL		\$25.94			

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	8577-407922		08/21/2023		NEXT BATTERY		\$186.35			
	8577-407958		08/21/2023		NEXT 2019 IMPALA BELT		\$116.82			
	8577-408059		08/22/2023		NEXT ALTERNATOR		\$578.78			
	8577-408104		08/23/2023		NEXT BRAKE PADS TRA		\$303.10			
	8577-408151		08/23/2023		NEXT DRIVE BELT TENS		\$289.22			
	8577-408163		08/23/2023		NEXT CFI 86416 FUEL TRA		\$712.69			
	8577-408105		08/23/2023		IGNITION COIL - TRA		\$712.47			
	8577-408217		08/24/2023		NEXT PARKING BRAKE SHOE TRA		\$51.65			
	Paying Fund						Cash Account	Amount		
	110 - General Fund				110.11000 (Cash)		\$588.84			
	205 - Sports Facilities				205.11000 (Cash)		\$58.70			
	217 - Streets - Gas Tax				217.11000 (Cash)		\$178.72			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$116.82			
	420 - WATER				420.11000 (Cash)		\$186.35			
	426 - Transit				426.11000 (Cash)		\$3,481.04			
139602	08/31/2023	Open			Accounts Payable	O'DELL ENGINEERING, INC		\$8,434.80		
	Invoice		Date		Description		Amount			
	3751219		08/06/2023		//19-51 Design Services for Columbia Pool Improv - 7/3/23-8/6/23		\$8,434.80			
	Paying Fund						Cash Account	Amount		
	301 - Capital Improvements				301.11000 (Cash)		\$8,434.80			
139603	08/31/2023	Open			Accounts Payable	ON THE SPOT DESIGN		\$260.70		
	Invoice		Date		Description		Amount			
	3608		07/25/2023		ON THE SPOT DECALS		\$260.70			
	Paying Fund						Cash Account	Amount		
	110 - General Fund				110.11000 (Cash)		\$260.70			
139604	08/31/2023	Open			Accounts Payable	OREILLY AUTO PARTS		\$2,769.07		
	Invoice		Date		Description		Amount			
	2800-341028		07/19/2023		OP16-618		\$240.37			
	2800-340934		07/19/2023		CAPSULE		\$103.73			
	2800-341658		07/21/2023		OREILLY WATER PUMP OP16-618		\$76.03			
	2800-342577		07/24/2023		OREILLY AIR FILTER		\$80.30			
	2800-342662		07/24/2023		OREILLY OP16-618		\$463.00			
	2800-342576		07/24/2023		OREILLY AIR FILTER		\$20.07			
	2800-343257		07/26/2023		OREILLY ANTIFRZ		\$130.28			
	2800-343195		07/26/2023		OREILLY INTER MIRROR		\$54.29			
	2800-343335		07/26/2023		OREILLY MULTI RELAY OP16-618		\$15.19			
	2800-343214		07/26/2023		OREILLY pol19-1349		\$297.50			
	2800-344000		07/28/2023		OREILLY TURN SIGNAL		\$51.86			
	2800-344723		07/31/2023		OREILLY POL18-1328		\$210.36			
	2800-345118		08/01/2023		OREILLY POL17-1318		\$210.36			
	2800-345084		08/01/2023		OREILLY VALVE ASSY		\$45.23			
	2800-345409		08/02/2023		OREILLY AD05-0414 NEW COMPRES		\$247.06			
	2800-348027		08/10/2023		OREILLY CAPSULE		\$48.88			
	2800-348176		08/10/2023		OREILLY FR17-293		\$70.54			
	2800-350524		08/18/2023		OREILLY AC HTR RLY		\$21.03			
	2800-350529		08/18/2023		OREILLY AC CMPR RLY		\$47.69			
	2800-350434		08/18/2023		OREILLY VALVE ASSY		\$226.16			
	2800-351459		08/21/2023		OREILLY MULTI SW		\$109.14			

Payment Register

From Payment Date: 8/25/2023 - To Payment Date: 8/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
							Paying Fund	Cash Account	Amount	
							110 - General Fund	110.11000 (Cash)	\$1,292.30	
							246 - Landscape Assessment	246.11000 (Cash)	\$247.06	
							410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$794.59	
							426 - Transit	426.11000 (Cash)	\$435.12	
139605	08/31/2023	Open			Accounts Payable	PAC Shield Roof Services, Inc.			\$19,000.00	
							Invoice	Date	Description	Amount
							PP3/CP 22-037	08/31/2023	22-037 Fire Station No. 32 & 33 Reroof	\$19,000.00
							Paying Fund	Cash Account	Amount	
							118 - Measure A	118.11000 (Cash)	\$19,000.00	
139606	08/31/2023	Open			Accounts Payable	PACE SUPPLY CORPORATION			\$22,709.75	
							Invoice	Date	Description	Amount
							068773608	07/26/2023	PIPE & PIPE FITTINGS	\$456.05
							058764418-1	07/26/2023	PIPE & PIPE FITTINGS	\$5,259.30
							CM058764418-4	08/15/2023	PIPE & PIPE FITTINGS	(\$95.88)
							058764418-3	08/08/2023	PIPE & PIPE FITTINGS	\$1,273.01
							058764473	07/28/2023	PIPE & PIPE FITTINGS	\$9,189.88
							058764418-2	08/03/2023	PIPE & PIPE FITTINGS	\$27.53
							058764418	07/25/2023	PIPE & PIPE FITTINGS	\$3,325.49
							058764418-5	08/15/2023	PIPE & PIPE FITTINGS	\$378.93
							058764473-1	08/15/2023	PIPE & PIPE FITTINGS	\$2,895.44
							Paying Fund	Cash Account	Amount	
							410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$22,709.75	
139607	08/31/2023	Open			Accounts Payable	PERFORMANCE TRANSMISSION			\$4,308.23	
							Invoice	Date	Description	Amount
							1666	07/18/2023	PERFORMANCE TRANS REPAIR	\$4,308.23
							Paying Fund	Cash Account	Amount	
							420 - WATER	420.11000 (Cash)	\$4,308.23	
139608	08/31/2023	Open			Accounts Payable	Petrolakis Law & Advocacy, APC			\$51,232.23	
							Invoice	Date	Description	Amount
							1899	06/30/2023	Professional Services, 2023-10887 PLA Subcontracted Counsel	\$19,417.23
							1881	11/30/2022	City Attorney Professional Services Matter 2021-10821	\$1,170.00
							1882	11/30/2022	City Attorney Professional Services Matter 2021-10762	\$1,080.00
							1887	11/30/2022	City Attorney Professional Services Matter 2022-10857	\$2,352.50
							1892	11/30/2022	City Attorney Professional Services Matter 2021-10755	\$3,300.00
							1893	11/30/2022	City Attorney Professional Services Matter 2021-10838	\$1,740.00
							1894	11/30/2022	City Attorney Professional Services Mater 2021-10742	\$18,100.00
							1895	11/30/2022	City Attorney Professional Services Matter 2022-10824	\$362.50
							1896	11/30/2022	City Attorney Professional Services Matter 2021-10793	\$1,580.00
							1897	11/30/2022	City Attorney Professional Services Matter 2021-10780	\$2,130.00
							Paying Fund	Cash Account	Amount	
							110 - General Fund	110.11000 (Cash)	\$46,352.23	
							115 - Measure A - Roads	115.11000 (Cash)	\$1,580.00	
							420 - WATER	420.11000 (Cash)	\$3,300.00	
139609	08/31/2023	Open			Accounts Payable	PRECISION CONCRETE CUTTING			\$36,647.96	
							Invoice	Date	Description	Amount
							53763	07/23/2023	SIDWALK OFFSET REPAIR 042723 - 063023	\$36,647.96

Payment Register

From Payment Date: 8/25/2023 - To Payment Date: 8/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			\$36,647.96		
139610	08/31/2023	Open			Accounts Payable	PRICE FORD OF TURLOCK INC	\$3,115.73		
	Invoice		Date	Description			Amount		
	79386		08/09/2023	PRICE COOLANT LEAK			\$3,115.73		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,115.73		
139611	08/31/2023	Open			Accounts Payable	PRO-VIGIL, INC.	\$12,138.24		
	Invoice		Date	Description			Amount		
	IN-306926		07/31/2023	FINANCE CHARGE			\$26.09		
	IN-306919		07/31/2023	FINANCE CHARGE			\$24.63		
	IN-304099		07/10/2023	PRO-VIGIL CENTRAL 7/10-8/06			\$1,739.20		
	IN-308242		08/07/2023	PRO-VIGIL CENTRAL 8/7-9/03			\$1,739.20		
	IN-303500		07/04/2023	PRO-VIGIL CORP YARD 7/4-731			\$899.00		
	IN-307631		08/01/2023	PRO-VIGIL CORP YARD 8/1-8/28			\$899.00		
	IN-303499		07/04/2023	PRO-VIGIL DONNELLY PARK 7/4-731			\$855.83		
	IN-307630		08/01/2023	PRO-VIGIL DONNELLY 8/1-8/28			\$855.83		
	IN-305245		07/19/2023	PRO-VIGIL BROADWAY 7/19-8/15			\$1,642.14		
	IN-309400		08/16/2023	PRO-VIGIL BROADWAY 8/16-9/12			\$1,642.14		
	IN-303498		07/04/2023	PRO-VIGIL DENAIR PARK 7/4-731			\$907.59		
	IN-307629		08/01/2023	PRO-VIGIL DENAIR 8/1-8/28			\$907.59		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$12,138.24		
139612	08/31/2023	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$23,790.90		
	Invoice		Date	Description			Amount		
	102973		07/31/2023	23-032 Engineering Design Services Task Order 1- 7/1/23-7/31/23			\$23,790.90		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$23,790.90		
139613	08/31/2023	Open			Accounts Payable	REED INC, GEORGE	\$290,719.14		
	Invoice		Date	Description			Amount		
	PP1/CP 20-002		07/31/2023	20-002 Southwest Quadrant Road Rehabilitation- 7/10/23 - 7/31/23			\$290,478.41		
	100307292		08/09/2023	REED - ASPHALT FOR STREETS			\$240.73		
	Paying Fund			Cash Account			Amount		
	218 - Measure L			218.11000 (Cash)			\$290,478.41		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$240.73		
139614	08/31/2023	Open			Accounts Payable	Romtec, Inc	\$27,156.25		
	Invoice		Date	Description			Amount		
	INV1168		08/15/2023	Columbia Pool Renovation-Pool pump and Chemical Building			\$27,156.25		
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			\$27,156.25		
139615	08/31/2023	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$6,626.89		
	Invoice		Date	Description			Amount		
	303379619		07/17/2023	RUSH ALTERNATOR TRA15-1050PPP			\$524.12		

Payment Register

From Payment Date: 8/25/2023 - To Payment Date: 8/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	3033339182		07/17/2023		RUSH FORD KEY ENG18-343		\$308.50		
	3033393248		07/19/2023		RUSH CARBURATOR WT22-871		\$313.82		
	3033235384		07/18/2023		RUSH OP18-624 NUT BOLT		\$2,391.48		
	3033452419		07/21/2023		RUSH OP18-624		\$417.77		
	3033403787		07/21/2023		RUSH 4513 TAILGATE		\$836.01		
	3033468478		07/25/2023		RUSH TRA WATER INLET TUBE		\$298.50		
	3033740427		08/11/2023		RUSH TUBE ASY		\$113.64		
	3033727061		08/11/2023		RUSH PF17-4513		\$36.89		
	3033729998		08/14/2023		RUSH TRA OIL DRAIN PLUG		\$31.55		
	3033687568		08/17/2023		RUSH TRA RADIATOR ASY		\$520.27		
	3033829332		08/18/2023		RUSH MOTOR AND FAN ASY		\$211.82		
	3033826480		08/21/2023		RUSH DIRECTION INDICATOR		\$78.21		
	3033838145		08/21/2023		RUSH TPMS SENSOR		\$249.79		
	3033808556		08/17/2023		RUSH TRA		\$294.52		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,276.57		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,809.25		
	420 - WATER				420.11000 (Cash)		\$563.61		
	426 - Transit				426.11000 (Cash)		\$1,668.96		
	502 - Engineering				502.11000 (Cash)		\$308.50		
139616	08/31/2023	Open			Accounts Payable	SHARPENING SHOP		\$4,511.33	
	Invoice			Date	Description		Amount		
	403963		08/07/2023		SHARPENING SHOP - EQUIPMENT AND SERVICES		\$90.40		
	403964		08/07/2023		SHARPENING SHOP - EQUIPMENT AND SERVICES		\$35.00		
	399058		05/22/2023		SHARPENING SHOP - EQUIPMENT AND SERVICES		\$27.59		
	400181		06/08/2023		EQUIPMENT AND SERVICES		\$65.18		
	400077		06/07/2023		EQUIPMENT AND SERVICES		\$2,494.00		
	400752		06/16/2023		EQUIPMENT AND SERVICES		\$515.32		
	402373		07/12/2023		SHARPENING SHOP - EQUIPMENT AND SERVICES		\$48.00		
	403306		07/27/2023		SHARPENING SHOP - EQUIPMENT AND SERVICES		\$503.10		
	403371		07/28/2023		SHARPENING SHOP - EQUIPMENT AND SERVICES		\$732.74		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$716.31		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$65.18		
	246 - Landscape Assessment				246.11000 (Cash)		\$3,729.84		
139617	08/31/2023	Open			Accounts Payable	Sloan Sakai Yeung & Wong LLP		\$1,827.50	
	Invoice			Date	Description		Amount		
	52718		07/31/2023		2023 Compensation and Classification Study		\$1,827.50		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,827.50		
139618	08/31/2023	Open			Accounts Payable	SOUTHERN TIRE MART		\$1,597.32	
	Invoice			Date	Description		Amount		
	7320007232		08/22/2023		SOUTHERN TIRES		\$1,064.88		
	7320006809		08/01/2023		SOUTHERN TIRES		\$532.44		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,597.32		

Payment Register

From Payment Date: 8/25/2023 - To Payment Date: 8/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139619	08/31/2023	Open			Accounts Payable	STANISLAUS COUNTY	\$48,917.08		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			TPD 0118005844	08/21/2023	F23027 - MISC TRUST FUND 7900, ORG AC06200, ACCT 02650		\$26,549.53		
			TP21001092	08/21/2023	F21023 - MISC TRUST FUND 7900, ORG AC06200, ACCT 02650		\$22,367.55		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			110 - General Fund		110.11000 (Cash)		\$48,917.08		
139620	08/31/2023	Open			Accounts Payable	TBA AUTO PARTS	\$130.81		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			5-074922	07/31/2023	TBA THERMOSTATS POL18-1328		\$16.85		
			5-074877	07/26/2023	TBA WINDSHIELD C		\$113.96		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			110 - General Fund		110.11000 (Cash)		\$73.83		
			420 - WATER		420.11000 (Cash)		\$28.49		
			426 - Transit		426.11000 (Cash)		\$28.49		
139621	08/31/2023	Open			Accounts Payable	THORSEN'S-NORQUIST, INC.	\$2,150.41		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			1137984	07/17/2023	THORSENS RESTROOM GATE VALVE ON THE WATER HEATER		\$688.38		
			1137716	07/18/2023	THORSENS 3 PHASE DICONNECT TO BE MISSING PLUG		\$243.75		
			1138514	08/08/2023	901 High St- replaced blower		\$665.34		
			1138872	08/14/2023	831 Vermont-review of unit		\$552.94		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			110 - General Fund		110.11000 (Cash)		\$932.13		
			255 - CDBG		255.11000 (Cash)		\$1,218.28		
139622	08/31/2023	Open			Accounts Payable	TOLAR MANUFACTURING CO	\$960.38		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			14806	08/25/2023	AD Box Door Frame		\$960.38		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			426 - Transit		426.11000 (Cash)		\$960.38		
139623	08/31/2023	Open			Accounts Payable	TRIMAX MOWING SYSTEMS	\$1,876.47		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			INV2015680	07/21/2023	TRIMAX SP20-4540		\$1,592.31		
			INV2016325	08/16/2023	TRIMAX ROLLER STUB SLEEVE		\$284.16		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			110 - General Fund		110.11000 (Cash)		\$284.16		
			410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,592.31		
139624	08/31/2023	Open			Accounts Payable	TRITECH SOFTWARE SYSTEMS	\$4,200.00		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			389665	08/14/2023	FIELD OPS ANNUAL SUBSCRIPTION FEE		\$4,200.00		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			240 - Small Equipment Replacement		240.11000 (Cash)		\$4,200.00		
139625	08/31/2023	Open			Accounts Payable	TURF STAR	\$1,010.30		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			7292381-00	07/31/2023	TURFSTAR PARTS CASTER WHEEL ASM		\$540.80		
			7296501	08/22/2023	TURF STAR ASST ROLLER		\$469.50		

Payment Register

From Payment Date: 8/25/2023 - To Payment Date: 8/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$540.80			
	246 - Landscape Assessment			246.11000 (Cash)		\$469.50			
139626	08/31/2023	Open			Accounts Payable	TURLOCK JOURNAL	\$350.00		
	Invoice			Date	Description	Amount			
	347318		08/13/2023		summer watering schedule studio 209 August	\$350.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$350.00			
139627	08/31/2023	Open			Accounts Payable	VERIZON WIRELESS	\$50.00		
	Invoice			Date	Description	Amount			
	9022331110		08/08/2023		DIAL PING TP23004504	\$50.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$50.00			
139628	08/31/2023	Open			Accounts Payable	WEST COAST ARBORISTS INC	\$1,000.00		
	Invoice			Date	Description	Amount			
	1-9042		06/05/2023		ARBORISTS SERVICES	\$1,000.00			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$1,000.00			
139629	08/31/2023	Open			Accounts Payable	West Turlock Subbasin Groundwater Sustainability	\$246,543.36		
	Invoice			Date	Description	Amount			
	2023-GSP		08/09/2023		GRANT COST SHARING CONTRIBUTION & DUES	\$246,543.36			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$246,543.36			
139630	08/31/2023	Open			Accounts Payable	WILLEY PRINTING CO	\$2,337.55		
	Invoice			Date	Description	Amount			
	147920		08/25/2023		600 English & 400 Spanish Fixed Route Brochures	\$2,337.55			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$2,337.55			
139631	08/31/2023	Open			Accounts Payable	ANAHEIM POLICE DEPARTMENT - EAST STATION	\$695.00		
	Invoice			Date	Description	Amount			
	TR 4823 TUITION		07/14/2023		CRIME PREV. ENV. DESIGN, 9/10/23 - 9/16/23, ANAHEIM-MSUFFECOOL	\$695.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$695.00			
139632	08/31/2023	Open			Accounts Payable	DUSEL, JOSEPH	\$286.00		
	Invoice			Date	Description	Amount			
	TR 4848 PER DIEM		08/08/2023		POST MGMT. COURSE #24-2 MODULE B, SANTA CRUZ, 9/10/23-9/14/23	\$286.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$286.00			
139633	08/31/2023	Open			Accounts Payable	HEDDEN, JASON	\$80.00		
	Invoice			Date	Description	Amount			
	TR4844 PER DIEM		08/07/2023		RECRUITMENT & RETENTION SUMMIT, SOUTH GATE, 9/13/23-9/14/23	\$80.00			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 8/25/2023 - To Payment Date: 8/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
							\$80.00		
	110 - General Fund			110.11000 (Cash)					
139634	08/31/2023	Open			Accounts Payable	HERNANDEZ, DOMINIC	\$700.00		
	Invoice		Date	Description			Amount		
	TR4835 PER DIEM		08/17/2023	SUPERVISORY COURSE, MILPITAS, 9/10/23-9/17/23 & 9/17/23-9/22/23			\$700.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$700.00		
139635	08/31/2023	Open			Accounts Payable	MEIKMAKES	\$150.00		
	Invoice		Date	Description			Amount		
	2024-00000190		08/24/2023	ASES SPONSORED ARTIST FOR NNO			\$150.00		
	Paying Fund			Cash Account			Amount		
	270 - Recreation Grants			270.11000 (Cash)			\$150.00		
139636	08/31/2023	Open			Accounts Payable	Packwood, Karen	\$162.00		
	Invoice		Date	Description			Amount		
	TR 4860 Per Diem		08/25/2023	ACA Fall Conference 2023, South Lake Tahoe, 09/12- 09/15/2023			\$162.00		
	Paying Fund			Cash Account			Amount		
	401 - Airport			401.11000 (Cash)			\$162.00		
139637	08/31/2023	Open			Accounts Payable	ROCHA, KERRY	\$1,000.00		
	Invoice		Date	Description			Amount		
	14059880		08/15/2023	SENIOR CENTER RENTAL DEPOSIT REFUND			\$1,000.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,000.00		
139638	08/31/2023	Open			Accounts Payable	RODRIGUES, STEVE	\$80.00		
	Invoice		Date	Description			Amount		
	TR4844 PER DIEM		08/07/2023	RECRUITMENT & RETENTION SUMMIT, SOUTH GATE, 9/13/23-9/14/23			\$80.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$80.00		
139639	08/31/2023	Open			Accounts Payable	SUFFECOOL, MELANIE	\$320.00		
	Invoice		Date	Description			Amount		
	TR 4823 PER DIEM		07/14/2023	BASIC CRIME PREV. ENV. DESIGN, 9/10/23 - 9/16/23, ANAHEIM			\$320.00		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 8/25/2023 - To Payment Date: 8/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	110 - General Fund			110.11000 (Cash)			\$320.00		

Type Check Totals:
AP - Accounts Payable Totals

76 Transactions

\$1,706,027.53

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	\$1,706,027.53	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	76	\$1,706,027.53	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	\$1,706,027.53	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	76	\$1,706,027.53	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	\$1,706,027.53	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	76	\$1,706,027.53	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	\$1,706,027.53	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	76	\$1,706,027.53	\$0.00

Payment Register

From Payment Date: 9/1/2023 - To Payment Date: 9/7/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
139640	09/07/2023	Open			Utility Management Refund	ARGUELLES, HELEN	\$358.68		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Single Family Res Metered	228567-002	MOVE-OUT CREDIT	09/07/2023	Refund		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$66.29		
			410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$113.80		
			420 - WATER		420.11000 (Cash)		\$178.59		
139641	09/07/2023	Open			Utility Management Refund	CHAHAL, DALJIT	\$27.65		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Single Family Res Metered	839698-011	MOVE - OUT CREDIT	09/07/2023	Refund		
			Paying Fund		Cash Account		Amount		
			420 - WATER		420.11000 (Cash)		\$27.65		
139642	09/07/2023	Open			Utility Management Refund	FERNANDEZ, MARIA	\$236.81		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Single Family Res Metered	110647-005	MOVE-OUT CREDIT	09/07/2023	Refund		
			Paying Fund		Cash Account		Amount		
			420 - WATER		420.11000 (Cash)		\$236.81		
139643	09/07/2023	Open			Utility Management Refund	KHOUBIER, GEORGE	\$52.36		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Single Family Res Metered	698008-008	MOVE-OUT CREDIT	09/07/2023	Refund		
			Paying Fund		Cash Account		Amount		
			420 - WATER		420.11000 (Cash)		\$52.36		
139644	09/07/2023	Open			Utility Management Refund	KNAPP, LARRY	\$244.77		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Single Family Res Metered	216666-004	MOVE-OUT CREDIT	09/07/2023	Refund		
			Paying Fund		Cash Account		Amount		
			420 - WATER		420.11000 (Cash)		\$244.77		
139645	09/07/2023	Open			Utility Management Refund	NARIO, JESSA	\$25.00		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Single Family Res Metered	474789-007	MOVE-OUT CREDIT	09/07/2023	Refund		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$25.00		
139646	09/07/2023	Open			Utility Management Refund	PRESTON, DEBRA, LOTT	\$195.60		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Single Family Res Metered	756016-001	MOVE-OUT CREDIT	09/07/2023	Refund		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$43.03		
			410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$55.17		
			420 - WATER		420.11000 (Cash)		\$97.40		

Payment Register

From Payment Date: 9/1/2023 - To Payment Date: 9/7/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139647	09/07/2023	Open			Utility Management Refund	WARD, ZABIHULLAH	\$139.42		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		149721-007	MOVE-OUT CREDIT	09/07/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$139.42		
139648	09/07/2023	Open			Utility Management Refund	WOODS, CHARL, B	\$330.00		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		158569-014	MOVE OUT CREDIT	09/07/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$330.00		
139649	09/07/2023	Open			Accounts Payable	AECOM TECHNICAL SERVICES INC	\$45,995.00		
	<u>Invoice</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>					
	2000783322	06/16/2023	18-67 Water Main and Sewer Replacement 2023- 3/21/23 - 6/16/23	\$45,995.00					
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$45,995.00		
139650	09/07/2023	Open			Accounts Payable	ALL STAR TROPHY & SIGN LLC	\$1,738.00		
	<u>Invoice</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>					
	38915	03/15/2023	SIGNAGE FOR CITY HALL	\$1,738.00					
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$1,738.00		
139651	09/07/2023	Open			Accounts Payable	ALL VALLEY SMOG INC	\$36.75		
	<u>Invoice</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>					
	000113003	08/25/2022	ALL VALLEY SMOG AC13-1126	\$36.75					
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$36.75		
139652	09/07/2023	Open			Accounts Payable	AT&T Corp	\$579.86		
	<u>Invoice</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>					
	5775741806	08/11/2023	SRWA - JPA, Surface Water, Operations - Internet Access	\$579.86					
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	950 - SRWA - JPA			950.11000 (Cash)			\$579.86		
139653	09/07/2023	Open			Accounts Payable	AT&T MOBILITY	\$4,268.01		
	<u>Invoice</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>					
	5677X08272023	08/19/2023	287262975677 / WQC/Utilities Phones/Data	\$997.69					
	4412X08272023	09/06/2023	995824412 / Aircards	\$2,980.94					
	6865X08272023	08/19/2023	287307496865 / PD SIU Modem	\$43.23					
	4173X08272023	08/19/2023	287310834173 / SIM CARDS FOR WQC	\$246.15					
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$2,723.49		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,066.89		
	420 - WATER			420.11000 (Cash)			\$477.63		
139654	09/07/2023	Open			Accounts Payable	BARBARA A. LLOYD dba IMPACTS USA ADVISORY SERVICES	\$4,500.00		
	<u>Invoice</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>					
	IMPACTS 01	06/30/2023	Advisory Services 11/15/22-6/30/23	\$4,500.00					

Payment Register

From Payment Date: 9/1/2023 - To Payment Date: 9/7/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$4,500.00		
139655	09/07/2023	Open			Accounts Payable	BARTKIEWICZ KRONICK & SHANAHAN	\$3,692.50		
	Invoice			Date	Description		Amount		
	6/30/2023		06/30/2023		SRWA - Legal Services for 2022-23 for June 2023		\$3,692.50		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$3,692.50		
139656	09/07/2023	Open			Accounts Payable	Blair, Church & Flynn Consulting Engineers, Inc.	\$4,380.00		
	Invoice			Date	Description		Amount		
	74284		08/06/2023		SR06, 23-030 RWQCF In Plant Waste Line Repair-7/1/23-8/6/23		\$4,380.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,380.00		
139657	09/07/2023	Open			Accounts Payable	CA-NV SECTION AWWA	\$848.00		
	Invoice			Date	Description		Amount		
			08/01/2023		SRWA AWWA Membership - Tim Hartt		\$106.00		
			08/01/2023		SRWA AWWA Membership - Michael Powell		\$106.00		
			08/01/2023		SRWA AWWA Membership - Richard Quaresma		\$106.00		
			08/01/2023		SRWA AWWA Membership - Alex Montez		\$106.00		
			08/01/2023		SRWA AWWA Membership - Matt Waggoner		\$106.00		
			08/02/2023		SRWA AWWA Membership - Eric Heaslett		\$106.00		
			08/02/2023		SRWA AWWA Membership - Ismael Contreras		\$106.00		
			08/08/2023		SRWA AWWA Membership - Rene Gutierrez		\$106.00		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$848.00		
139658	09/07/2023	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$2,159.70		
	Invoice			Date	Description		Amount		
	572340051		01/01/2023		2000 PIERCE SABER PUMPER TAX		\$2,159.70		
	Paying Fund			Cash Account			Amount		
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			\$2,159.70		
139659	09/07/2023	Open			Accounts Payable	CANAL VETERINARY HOSPITAL INC	\$554.80		
	Invoice			Date	Description		Amount		
	304303		06/02/2023		A038590		\$307.25		
	304457		06/06/2023		A038967		\$247.55		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$107.30		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$447.50		
139660	09/07/2023	Open			Accounts Payable	CAROLLO ENGINEERS	\$33,919.90		
	Invoice			Date	Description		Amount		
	FB38842		06/30/2023		18-69 Surface Water Distribution System Improv Phase 1-6/3/23		\$33,919.90		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$33,919.90		

Payment Register

From Payment Date: 9/1/2023 - To Payment Date: 9/7/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139661	09/07/2023	Open			Accounts Payable	CENTRAL SANITARY SUPPLY dba BRADY INDUSTRIES	\$1,019.59		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	8217457		08/04/2023		JANITORIAL PAPER OR CLEANING SUPPLIES		\$323.52		
	8244126		08/16/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$815.02		
	8251022		08/18/2023		JANITORIAL PAPER & CLEANING SUPPLIES - CREDIT		(\$40.55)		
	8251039		08/18/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$33.63		
	8251079		08/18/2023		JANITORIAL PAPER & CLEANING SUPPLIES - CREDIT		(\$652.73)		
	8251092		08/18/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$278.00		
	8266912		08/25/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$262.70		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,019.59		
139662	09/07/2023	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$27,271.63		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	76580		07/24/2023		CHAMPION - PD Install Parts on Boiler		\$2,111.52		
	76490		07/14/2023		CHAMPION - PD Install Fan Motor and Fan blade		\$5,225.00		
	76472		07/13/2023		CHAMPION - Check All AC's @ PD		\$4,233.11		
	77007		08/17/2023		CHAMPION - 4 EVAP COOLER FLEET		\$15,702.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$11,569.63		
	426 - Transit				426.11000 (Cash)		\$15,702.00		
139663	09/07/2023	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$426.06		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	4008959804		09/01/2023		AUGUST 2023 PREMIUMS		\$426.06		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$426.06		
139664	09/07/2023	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$1,575.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	QW-7-23		07/31/2023		QRTLTY WEED CONTROL SERVICES JUL-SEP 2023		\$1,575.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,575.00		
139665	09/07/2023	Open			Accounts Payable	COHNREZNICK LLP	\$41,388.09		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3379304		06/01/2023		Professional Services 6/1/2023 - 6/31/2023		\$2,550.78		
	3379304-1		07/01/2023		Professional Services 7/1/2023 - 7/31/2023		\$38,837.31		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	255 - CDBG				255.11000 (Cash)		\$16,555.23		
	256 - Stanislaus Housing Consortium				256.11000 (Cash)		\$16,555.23		
	625 - Successor Agency - LMI				625.11000 (Cash)		\$8,277.63		
139666	09/07/2023	Open			Accounts Payable	CRESCENT SURPLUS INC	\$1,591.53		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	068907		08/22/2023		NAME BAR FOR JOSHUA OTTIS		\$20.68		
	069087		08/22/2023		NAME BAR FOR CHRISTIAN SANCHEZ		\$20.68		
	069088		08/22/2023		NAME BAR FOR YUREILI AGUILA		\$20.68		
	069143		08/26/2023		UNIFORM - JOSE BECERRA		\$515.31		

Payment Register

From Payment Date: 9/1/2023 - To Payment Date: 9/7/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	069142		08/26/2023		UNIFORM - JOSHUA OTTIS		\$539.21		
	069141		08/26/2023		UNIFORM - ISMAEL MACIAS		\$474.97		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,591.53		
139667	09/07/2023	Open			Accounts Payable	CRIMETEK SECURITY, INC.		\$5,162.54	
	Invoice		Date		Description		Amount		
	68094		08/28/2023		Standard Security & Meeting 8/21/23-8/25/23		\$1,352.30		
	68095		08/31/2023		Unarmed Security Services for Transit Center 8/21/23-8/27/23		\$3,810.24		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,352.30		
	426 - Transit				426.11000 (Cash)		\$3,810.24		
139668	09/07/2023	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC		\$21.29	
	Invoice		Date		Description		Amount		
	131880		08/14/2023		SRWA Supplies - Open Purchase Order Locksmith tool box keys		\$21.29		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$21.29		
139669	09/07/2023	Open			Accounts Payable	DRAEGER INC		\$237.25	
	Invoice		Date		Description		Amount		
	5951610967		07/07/2023		CERT SOLUTION .10%		\$64.60		
	5951617203		07/21/2023		SIMULATOR & HOSE PUMP		\$172.65		
	Paying Fund				Cash Account		Amount		
	266 - Police Services Grants				266.11000 (Cash)		\$237.25		
139670	09/07/2023	Open			Accounts Payable	DYETT & BHATIA URBAN		\$24,070.00	
	Invoice		Date		Description		Amount		
	21-580-09		08/28/2023		Professional services for Housing, 2/1-2/28/23		\$6,745.00		
	21-580-11		08/28/2023		Professional services for Housing, GP & Zoning Update 4/1-4/30/2		\$8,245.00		
	21-580-12		08/28/2023		Professional services for Housing, GP & Zoning Update 5/1-5/31/2		\$9,080.00		
	Paying Fund				Cash Account		Amount		
	271 - Development Services Grants				271.11000 (Cash)		\$24,070.00		
139671	09/07/2023	Open			Accounts Payable	EMPLOYMENT DEVELOP DEPT		\$70.00	
	Invoice		Date		Description		Amount		
	08312023COOKSEY		09/01/2023		8-31-23 PAYROLL WITHHOLDING FOR #1702097408		\$70.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$70.00		
139672	09/07/2023	Open			Accounts Payable	ENTERPRISE HOLDINGS LLC		\$3,715.40	
	Invoice		Date		Description		Amount		
	33592389		08/22/2023		SIU RENTAL FOR JULY 2023		\$3,715.40		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,715.40		
139673	09/07/2023	Open			Accounts Payable	FEDERAL EXPRESS		\$144.41	
	Invoice		Date		Description		Amount		
	8-234-97101		08/25/2023		SHIPPING CHARGES FOR 8/25/23		\$144.41		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$75.30		

Payment Register

From Payment Date: 9/1/2023 - To Payment Date: 9/7/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139682	09/07/2023	Open			Accounts Payable	LEXIPOL, LLC	\$7,994.68		
	Invoice		Date	Description			Amount		
	INVLEX17285		08/28/2023	LE UPDATE MANAGEMENT SERVICE - 07/1/23 - 06/30/24			\$7,994.68		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$7,994.68		
139683	09/07/2023	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$14,806.28		
	Invoice		Date	Description			Amount		
	46966-1		04/02/2023	22-001 CM for Projects for 2022 Constr for Roads Program 4/2/23			\$14,806.28		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$14,806.28		
139684	09/07/2023	Open			Accounts Payable	METROPOLITAN TRANSPORTATION COMMISSION	\$4,500.00		
	Invoice		Date	Description			Amount		
	4926-AR-13095		09/30/2023	StreetSaver Subscription & Software Support -9/30/23-9/30/24			\$4,500.00		
	Paying Fund			Cash Account			Amount		
	502 - Engineering			502.11000 (Cash)			\$4,500.00		
139685	09/07/2023	Open			Accounts Payable	Montrose Environmental Solutions, Inc.	\$4,665.01		
	Invoice		Date	Description			Amount		
	CINV-209493		07/31/2023	SRWA - Phase III Environmental Work for 2023-24 for July 2023			\$4,665.01		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$4,665.01		
139686	09/07/2023	Open			Accounts Payable	MOTOROLA INC	\$128,922.59		
	Invoice		Date	Description			Amount		
	1188081440		07/19/2023	MOTOROLA SYSTEM UPGRADE AGREEMENT YEAR (4) - 7/1/23-6/30/24			\$128,922.59		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,223.07		
	116 - Special Public Safety			116.11000 (Cash)			\$106,361.14		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,834.59		
	420 - WATER			420.11000 (Cash)			\$4,834.59		
	426 - Transit			426.11000 (Cash)			\$6,446.13		
	505 - Fleet			505.11000 (Cash)			\$3,223.07		
139687	09/07/2023	Open			Accounts Payable	MWI VETERINARY SUPPLY CO DBA MWI ANIMAL HEALTH	\$132.63		
	Invoice		Date	Description			Amount		
	49637197		08/29/2023	EUTHANASIA SUPPLIES			\$132.63		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$132.63		
139688	09/07/2023	Open			Accounts Payable	OLD REPUBLIC TITLE CO	\$343.00		
	Invoice		Date	Description			Amount		
	1827296		08/17/2023	Title Services for Le 1355 Heathernoel Wy			\$343.00		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$343.00		

Payment Register

From Payment Date: 9/1/2023 - To Payment Date: 9/7/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139689	09/07/2023	Open			Accounts Payable	OLIVER THOMAS & HOLLIS INVESTIGATIONS, INC	\$4,933.00		
	Invoice		Date		Description		Amount		
	22467		11/22/2022		Oliver, Thomas, & Hollis Invoice 22467		\$2,502.50		
	22699		02/16/2023		Oliver, Thomas, & Hollis Invoice 22699		\$2,430.50		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$4,933.00		
139690	09/07/2023	Open			Accounts Payable	P G & E	\$7.84		
	Invoice		Date		Description		Amount		
	REC 8/24/23		08/24/2023		2749172768-4 / 144 S Broadway		\$7.84		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$7.84		
139691	09/07/2023	Open			Accounts Payable	Performance on Purpose	\$22,250.00		
	Invoice		Date		Description		Amount		
	1166		08/23/2023		Performance on Purpose August 2023		\$22,250.00		
	Paying Fund				Cash Account		Amount		
	118 - Measure A				118.11000 (Cash)		\$22,250.00		
139692	09/07/2023	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$1,936.00		
	Invoice		Date		Description		Amount		
	102864		07/31/2023		SR05, 22-001 Supplemental Services for Pack 1 & 3-7/1/23-7/31/23		\$1,936.00		
	Paying Fund				Cash Account		Amount		
	115 - Measure A - Roads				115.11000 (Cash)		\$1,936.00		
139693	09/07/2023	Open			Accounts Payable	RAYCO INDUSTRIAL SUP INC	\$2,130.37		
	Invoice		Date		Description		Amount		
	1535410		08/14/2023		SRWA Misc. Maintenance Tools & Supplies		\$2,130.37		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$2,130.37		
139694	09/07/2023	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$1,200.00		
	Invoice		Date		Description		Amount		
	21942		08/22/2023		POST OFFER SCREENING		\$300.00		
	21941		08/22/2023		POST OFFER SCREENING		\$300.00		
	21938		08/17/2023		POST OFFER SCREENING		\$300.00		
	21930		08/17/2023		POST OFFER SCREENING		\$300.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,200.00		
139695	09/07/2023	Open			Accounts Payable	ROMEO MEDICAL CLINIC	\$2,301.00		
	Invoice		Date		Description		Amount		
	June 2023		06/01/2023		Romeo Medical Services June 2023		\$2,301.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,087.00		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$555.00		
	246 - Landscape Assessment				246.11000 (Cash)		\$185.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$197.50		
	420 - WATER				420.11000 (Cash)		\$197.50		
	450 - SRWA - Operations				450.11000 (Cash)		\$79.00		

Payment Register

From Payment Date: 9/1/2023 - To Payment Date: 9/7/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139696	09/07/2023	Open			Accounts Payable	SEEGERS PRINTING INC	\$5,608.32		
	Invoice		Date		Description		Amount		
	0141914-IN		08/22/2023		WINDOW ENVELOPES FOR CODE ENFORCEMENT		\$197.70		
	0141913-IN-R		08/14/2023		Engineering Business Cards-Bill Morris		\$76.04		
	0141892-IN		08/24/2023		Chlorination Bill Insert - August		\$1,843.37		
	0141894-IN		08/24/2023		Keep Our Water Clean- August		\$1,647.84		
	0141893-IN		08/24/2023		Embrace Turlock's Beauty - August		\$1,843.37		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$197.70		
	204 - SolidWaste/Recycle/PublicEducati				204.11000 (Cash)		\$1,843.37		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,647.84		
	420 - WATER				420.11000 (Cash)		\$1,843.37		
	502 - Engineering				502.11000 (Cash)		\$76.04		
139697	09/07/2023	Open			Accounts Payable	SIEGFRIED ENGINEERING INC	\$18,137.62		
	Invoice		Date		Description		Amount		
	45971		07/31/2023		23-033 Engineering Design Services Task Order 1-7/1/23-7/31/23		\$18,137.62		
	Paying Fund				Cash Account		Amount		
	115 - Measure A - Roads				115.11000 (Cash)		\$18,137.62		
139698	09/07/2023	Open			Accounts Payable	STANISLAUS COUNTY DEPT	\$4,671.49		
	Invoice		Date		Description		Amount		
	3591		07/01/2022		21-007 Guardrail Replacement at Washington/Lateral No. 4 GSB		\$4,671.49		
	Paying Fund				Cash Account		Amount		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$4,671.49		
139699	09/07/2023	Open			Accounts Payable	STATE OF CALIFORNIA	\$1,557.00		
	Invoice		Date		Description		Amount		
	671570		08/22/2023		JULY FINGERPRINTING		\$1,557.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,557.00		
139700	09/07/2023	Open			Accounts Payable	STORER TRANSIT SYSTEMS	\$184,259.56		
	Invoice		Date		Description		Amount		
	9433T		06/30/2023		Management and Operation of Turlock Transit Services June 2023		\$184,259.56		
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$184,259.56		
139701	09/07/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Invoice		Date		Description		Amount		
	08312023BECCHETT		09/01/2023		8-31-23 PAYROLL WITHHOLDING		\$439.13		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$439.13		
139702	09/07/2023	Open			Accounts Payable	TAYLOR VETERINARY HOS INC	\$456.50		
	Invoice		Date		Description		Amount		
	3433579		06/19/2023		TP23003612		\$159.00		
	3433581		06/25/2023		A039122		\$297.50		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$456.50		

Payment Register

From Payment Date: 9/1/2023 - To Payment Date: 9/7/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139703	09/07/2023	Open			Accounts Payable	THORSEN'S-NORQUIST, INC.	\$541.20		
	Invoice		Date	Description			Amount		
	1138941		08/17/2023	SERVICE LABOR FOR LITTLE FIREFIGHTER			\$541.20		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$541.20		
139704	09/07/2023	Open			Accounts Payable	TURLOCK CITY TOW INC	\$226.00		
	Invoice		Date	Description			Amount		
	122791		07/17/2023	TOWING SERVICE FOR PD ON 7/17/23			\$40.00		
	124924		07/21/2023	TOWING SERVICE FOR PD ON 7/21/23			\$101.00		
	127346		07/25/2023	TOWING SERVICE FOR PD ON 7/25/23			\$45.00		
	122573		07/31/2023	TOWING SERVICE FOR PD ON 7/31/23			\$40.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$186.00		
	246 - Landscape Assessment			246.11000 (Cash)			\$40.00		
139705	09/07/2023	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$25,970.50		
	Invoice		Date	Description			Amount		
	07-2023		07/31/2023	Turlock Scavenger Street Sweeping - July			\$25,970.50		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$10,388.20		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$15,582.30		
139706	09/07/2023	Open			Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$2,213.90		
	Invoice		Date	Description			Amount		
	2082352		06/01/2023	A039208TNR, A039209TNR, A038935, A038934, & A038908			\$260.00		
	2090032		05/03/2023	A039-201,202,204,205,A038-863,879,163,596,885,566,450,657,974			\$1,630.00		
	2090037		07/26/2023	A038805, A039255, A039191			\$283.90		
	2090800		07/26/2023	A039196 & A039197			\$40.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$23.90		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$470.00		
	266 - Police Services Grants			266.11000 (Cash)			\$1,720.00		
139707	09/07/2023	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$604.54		
	Invoice		Date	Description			Amount		
	0131803230901		09/06/2023	Acct #131803 - Transit Center Telephone			\$604.54		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$604.54		
139708	09/07/2023	Open			Accounts Payable	VERIZON WIRELESS	\$12,872.84		
	Invoice		Date	Description			Amount		
	9022331754		08/17/2023	DIAL PING TP23004504			\$100.00		
	9938801880		08/22/2023	POLICE JUN 04 - JUL 03			\$3,030.83		
	9941189686		08/22/2023	POLICE JUL 04 - AUG 03			\$3,204.42		
	9941189692		08/03/2023	972530635-00028 RECREATION (07/04-08/03)			\$1,280.57		
	9941189691		08/03/2023	972530635-00026 CM/CITY CLERK/COUNCIL/FIN. DIR (07/04-08/03)			\$351.47		
	9941189690		08/03/2023	972530635-00025 HOUSING (07/04-08/03)			\$41.78		
	9941189688		08/03/2023	972530635-00023 ENGINEERING (07/04-08/03)			\$616.36		

Payment Register

From Payment Date: 9/1/2023 - To Payment Date: 9/7/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	9941189689		08/03/2023	972530635-00024	BUILDING & PLANNING (07/04-08/03)		\$295.43		
	9941189693		08/03/2023	972530635-00029	UTILITIES (07/04-08/03)		\$1,040.30		
	9941189694		08/03/2023	972530635-00030	WQC (07/04-08/03)		\$497.35		
	9941189695		08/03/2023	972530635-00031	- IT (07/04-08/03)		\$2.51		
	9941189696		08/03/2023	972530635-00032	ELECTRICAL (07/04-08/03)		\$277.46		
	9941189697		08/03/2023	972530635-00033	- TRANSIT (07/04-08/03)		\$357.99		
	9941189685		08/03/2023	972530635-00001	- HUMAN RESOURCES (07/04-08/03)		\$41.40		
	9941189699		08/03/2023	972530635-00037	UTILITY METER WELL SITES-MASTER RADIO 7/04-8/3		\$41.61		
	9942331727		08/18/2023	642482150-00001	UTILITY WELL SITES-SIM CARD USAGE (07/19-08/18)		\$477.04		
	9941189698		08/03/2023	972530635-00036	- PUBLIC WORKS MAIN. TABLETS (07/04-08/03)		\$798.21		
	9941189700		08/03/2023	972530635-00038	- SRWA SURFACE PROS (07/04-08/03)		\$418.11		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000	(Cash)		\$7,398.60		
	120 - Tourism			120.11000	(Cash)		\$40.07		
	205 - Sports Facilities			205.11000	(Cash)		\$111.09		
	217 - Streets - Gas Tax			217.11000	(Cash)		\$374.19		
	246 - Landscape Assessment			246.11000	(Cash)		\$583.10		
	255 - CDBG			255.11000	(Cash)		\$41.78		
	270 - Recreation Grants			270.11000	(Cash)		\$311.37		
	405 - Building			405.11000	(Cash)		\$216.04		
	410 - WATER QUALITY CONTROL (WQC)			410.11000	(Cash)		\$1,274.58		
	420 - WATER			420.11000	(Cash)		\$1,032.04		
	426 - Transit			426.11000	(Cash)		\$357.99		
	450 - SRWA - Operations			450.11000	(Cash)		\$475.98		
	501 - Information Technology			501.11000	(Cash)		\$2.51		
	502 - Engineering			502.11000	(Cash)		\$616.36		
	505 - Fleet			505.11000	(Cash)		\$37.14		
139709	09/07/2023	Open			Accounts Payable	WEST PUBLISHING CORPORATION	\$265.79		
	Invoice			Date	Description		Amount		
	848721065		08/22/2023		ONLINE SOFTWARE SUBSCRIPTION FOR 07/01/23 - 07/31/23		\$265.79		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000	(Cash)		\$265.79		
139710	09/07/2023	Open			Accounts Payable	WEST YOST ASSOCIATES	\$102,668.48		
	Invoice			Date	Description		Amount		
	2054434		06/30/2023		SRWA - Program Mgmt Services for 2022-23 for June 2023		\$102,668.48		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000	(Cash)		\$102,668.48		
139711	09/07/2023	Open			Accounts Payable	BLANC, KEVIN	\$105.67		
	Invoice			Date	Description		Amount		
	TR 4829 DEMAND		08/28/2023		CHIA, LAS VEGAS, 8/15/23 - 8/18/23 - BLANC		\$105.67		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 9/1/2023 - To Payment Date: 9/7/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139720	09/07/2023	Open			Accounts Payable	SUFFECOOL, MELANIE	\$300.00		
	Invoice		Date	Description			Amount		
	TR 4823 PER DIEM		09/07/2023	CRIME PREV. ENV. DESIGN, 9/10/23 - 9/16/23, ANAHEIM-MSUFFECOOL			\$300.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$300.00		

Type Check Totals:
AP - Accounts Payable Totals

81 Transactions

\$819,256.86

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	\$819,256.86	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	81	\$819,256.86	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	\$819,256.86	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	81	\$819,256.86	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	\$819,256.86	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	81	\$819,256.86	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	\$819,256.86	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	81	\$819,256.86	\$0.00

Payment Register

From Payment Date: 9/8/2023 - To Payment Date: 9/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
139721	09/13/2023	Open			Utility Management Refund	ASHBAUGH, CHRIS	\$25.00		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		144320-004	MOVE - OUT CREDIT	09/13/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$25.00			
139722	09/13/2023	Open			Utility Management Refund	JAGPAL, RUPINBER	\$51.11		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		119849-004	MOVE-OUT CREDIT	09/13/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$3.69			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$19.08			
	420 - WATER			420.11000 (Cash)		\$28.34			
139723	09/13/2023	Open			Utility Management Refund	LANDLORDS PROPERTY MANAGEMENT	\$152.41		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		934550-010	MOVE-OUT CREDIT	09/13/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$152.41			
139724	09/14/2023	Open			Accounts Payable	A & P CONSTRUCTION	\$2,805.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	3004-05		08/18/2023	3004 Andre Lane, Turlock (rehab project) Retention		\$2,805.00			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	255 - CDBG			255.11000 (Cash)		\$2,805.00			
139725	09/14/2023	Open			Accounts Payable	AMERICAN MESSAGING	\$12.77		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	R1061876XI		09/01/2023	Acct #R1-061876 - Fire Department		\$12.77			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$12.77			
139726	09/14/2023	Open			Accounts Payable	AMERICAN VALLEY WASTE OIL INC	\$150.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	208318		08/22/2023	SRWA OIL & HAZARDOUS WASTE DISPOSAL Empty Barrels		\$150.00			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	450 - SRWA - Operations			450.11000 (Cash)		\$150.00			
139727	09/14/2023	Open			Accounts Payable	ARCHIVESOCIAL	\$7,188.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	29419		07/01/2023	Social Media Archiving Subscription 07/01/23-06/30/24		\$7,188.00			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	240 - Small Equipment Replacement			240.11000 (Cash)		\$7,188.00			
139728	09/14/2023	Open			Accounts Payable	AT&T MOBILITY	\$75.76		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	5728X08272023		08/19/2023	287262975728 / IT & WQC		\$75.76			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			

Payment Register

From Payment Date: 9/8/2023 - To Payment Date: 9/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$75.76		
139729	09/14/2023	Open			Accounts Payable	AT&T/SBC	\$65.82		
	Invoice		Date	Description		Amount			
	RELAY 9/1/23		09/01/2023	Acct# 248 134-2929 655 9/ California Relay Srvc TDD		\$4.28			
	FIRE 9/1/23		09/01/2023	Acct# 233 841-5391 333 1/ Fire Dept		\$61.54			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$65.82		
139730	09/14/2023	Open			Accounts Payable	B & H FOTO & ELECTRONICS CORP	\$7,168.59		
	Invoice		Date	Description		Amount			
	216038021		08/23/2023	SPECIAL OPS CAMERAS		\$7,168.59			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$7,168.59		
139731	09/14/2023	Open			Accounts Payable	BACKFLOW DISTRIBUTORS, INC	\$244.82		
	Invoice		Date	Description		Amount			
	69475		07/31/2023	Backflow parts		\$244.82			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)			\$244.82		
139732	09/14/2023	Open			Accounts Payable	BADGER METER INC dba NATIONAL METER & AUTOMATION	\$60.00		
	Invoice		Date	Description		Amount			
	80137246		08/30/2023	ORION CELLULAR AUGUST 2023		\$60.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)			\$60.00		
139733	09/14/2023	Open			Accounts Payable	BERLA CORPORATION	\$3,250.00		
	Invoice		Date	Description		Amount			
	23-M05-0406		08/29/2023	IVE RENEWAL PLAN - DONGLE 1327960139 EXP 7/1/24		\$3,250.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$3,250.00		
139734	09/14/2023	Open			Accounts Payable	BONANDER TRUCKS	\$1,460.97		
	Invoice		Date	Description		Amount			
	268492		08/24/2023	SRW24-5003 KEY		\$66.63			
	268535		08/28/2023	TRA BOLT		\$5.54			
	274859		07/25/2023	5003 KEYS		\$155.00			
	268654		09/01/2023	TRA HEADLAMP		\$405.83			
	268656		09/01/2023	TRA HOSE		\$96.25			
	268692		09/05/2023	COMPRESSOR KIT		\$397.37			
	268691		09/06/2023	TRA CYLINDER		\$112.67			
	268716		09/06/2023	BLADE		\$50.29			
	268607		08/30/2023	VALVE KIT		\$171.39			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)			\$619.05		
	426 - Transit			426.11000 (Cash)			\$620.29		
	450 - SRWA - Operations			450.11000 (Cash)			\$221.63		

Payment Register

From Payment Date: 9/8/2023 - To Payment Date: 9/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139735	09/14/2023	Open			Accounts Payable	C.P.M. LABS, INC.	\$162.00		
	Invoice		Date	Description			Amount		
	32498		08/18/2023	MARKET FORGE STM-EL AUTOCLAVE			\$162.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$81.00		
	420 - WATER			420.11000 (Cash)			\$81.00		
139736	09/14/2023	Open			Accounts Payable	CAL VALLEY CONSTRUCTION, INC.	\$84,441.97		
	Invoice		Date	Description			Amount		
	PP1/22001 PACK 1		07/01/2023	22-001 Citywide Rehab & Impov Proj Var Loc Pack1 7/123-7/31/23			\$84,441.97		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$84,441.97		
139737	09/14/2023	Open			Accounts Payable	CAROLLO ENGINEERS	\$27,059.50		
	Invoice		Date	Description			Amount		
	FB40097		08/10/2023	FOR PROFESSIONAL SERVICES RENDERED THROUGH 7/31/23			\$27,059.50		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$27,059.50		
139738	09/14/2023	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	\$940.00		
	Invoice		Date	Description			Amount		
	227462		08/24/2023	AB TON			\$940.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$940.00		
139739	09/14/2023	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$1,165.68		
	Invoice		Date	Description			Amount		
	170078401090123		09/01/2023	170078401 / D. LEWIS 2014 Independence Dr. Admin Internet			\$84.98		
	170074001090123		09/01/2023	170074001 / WQC 901 S Walnut Rd			\$99.98		
	170078701090123		09/01/2023	170078701 / L. MACHADO 4304 Arcadian Dr IT Internet			\$89.99		
	170075001090123		09/01/2023	170075001 / CITY HALL 156 S Broadway #116 City Wide Internet			\$399.00		
	170073601090123		09/01/2023	170073601 / PSF TV & INTERNET 244 N Broadway			\$491.73		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$576.71		
	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		
139740	09/14/2023	Open			Accounts Payable	CONDOR EARTH TECH INC	\$1,736.25		
	Invoice		Date	Description			Amount		
	89605		08/15/2023	PROF. SVC FOR 7/1-8/8/23			\$1,736.25		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,736.25		
139741	09/14/2023	Open			Accounts Payable	Confluence Engineering Group LLC	\$26,463.50		
	Invoice		Date	Description			Amount		
	13-0823TRLKWQSP2		08/31/2023	SVC PERIOD 8/1-8/31/23			\$26,463.50		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$26,463.50		

Payment Register

From Payment Date: 9/8/2023 - To Payment Date: 9/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139742	09/14/2023	Open			Accounts Payable	CORROSION PROTECTION SOLUTIONS, INC	\$49,850.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	TURLOCK-2023-1		08/16/2023		CATHODIC PROTECTION SYSTEM TESTING AND REPORT SERVICES FOR NORTH		\$38,750.00		
	TURLOCK-2023-2		08/16/2023		CATHODIC PROTECTION SYSTEM TESTING AND REPORT SERVICES FOR NORTH		\$11,100.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	416 - Recycled Water Sales				416.11000 (Cash)		\$49,850.00		
139743	09/14/2023	Open			Accounts Payable	CRAIG SAFETY GROUP	\$6,050.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	22104		07/23/2023		Safety Management Services		\$5,425.00		
	22111		08/27/2023		Safety Management Services		\$625.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$6,050.00		
139744	09/14/2023	Open			Accounts Payable	CRESCENT SURPLUS INC	\$79.45		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	392528		08/31/2023		UNIFORM - CLIP ON TIE FOR JOSHUA OTTIS		\$7.61		
	392547		09/05/2023		UNIFORM - JOSE BECERRA		\$71.84		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$79.45		
139745	09/14/2023	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$5,134.19		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	68127		09/05/2023		Standard Security & Meeting 8/23/2023 - 9/1/2023		\$1,323.95		
	68033		09/11/2023		Unarmed Security Services for Transit Center 08/07/23 -08/13/23		\$3,810.24		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,323.95		
	426 - Transit				426.11000 (Cash)		\$3,810.24		
139746	09/14/2023	Open			Accounts Payable	CULLIGAN INC	\$323.60		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	08.31.23		08/31/2023		ACCT #180900 De-ionized water for WQC Lab		\$323.60		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$323.60		
139747	09/14/2023	Open			Accounts Payable	CURTIS & SONS INC, L N	\$1,840.11		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	INV738102		08/21/2023		AUTO LOCK		\$80.17		
	INV738590		08/22/2023		13MM CLUTCH		\$1,464.48		
	INV725198		07/11/2023		BOUND LOOP PRUSIK		\$295.46		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,840.11		
139748	09/14/2023	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	\$643.02		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0000047810		08/22/2023		SERVICE/LABOR FOR SAFE COMBINATION		\$325.00		
	0000048035		08/21/2023		CUSTOM SERVICE CALL REC DOOR		\$114.35		
	131889		08/18/2023		CUSTOM LOCKSMITH GRADE 1 STOREROOMS		\$203.67		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$643.02		

Payment Register

From Payment Date: 9/8/2023 - To Payment Date: 9/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139749	09/14/2023	Open			Accounts Payable	DELL MARKETING LP	\$9,521.81		
	Invoice		Date		Description		Amount		
	10687911300		07/26/2023		3 Monitors for Muni		\$638.69		
	10692992073		08/18/2023		4 - 27" Monitors		\$1,369.08		
	10687833098		07/26/2023		Conference Room Ahwahnee		\$4,904.62		
	10689256387		08/01/2023		Computer for Engineering		\$906.24		
	10685939905		07/18/2023		Monitors for Muni		\$1,703.18		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,369.08		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,623.27		
	420 - WATER				420.11000 (Cash)		\$3,623.22		
	502 - Engineering				502.11000 (Cash)		\$906.24		
139750	09/14/2023	Open			Accounts Payable	DOCUSCRIPT, LLC	\$465.58		
	Invoice		Date		Description		Amount		
	2352		09/01/2023		TRANSCRIPTION SERVICES FOR AUGUST 2023		\$465.58		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$465.58		
139751	09/14/2023	Open			Accounts Payable	DON'S MOBILE GLASS INC	\$444.11		
	Invoice		Date		Description		Amount		
	ITUR566411		07/25/2023		WINDOW REPAIR AT D ST TANK		\$444.11		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$444.11		
139752	09/14/2023	Open			Accounts Payable	DYETT & BHATIA URBAN	\$11,332.28		
	Invoice		Date		Description		Amount		
	21-580-13		05/10/2023		Professional service for SB2 & Leap Grant-June 2023		\$11,332.28		
	Paying Fund				Cash Account		Amount		
	271 - Development Services Grants				271.11000 (Cash)		\$11,332.28		
139753	09/14/2023	Open			Accounts Payable	EMPIRE PRINTING, LLC	\$3,203.92		
	Invoice		Date		Description		Amount		
	51638B		08/18/2023		Summer Tiny Tot Shirts		\$484.44		
	51768		08/18/2023		Softball Shirts		\$955.40		
	51638A		08/18/2023		Summer T-Ball Shirts		\$245.68		
	51649		08/18/2023		Recreation Staff Shirts		\$1,518.40		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,902.34		
	270 - Recreation Grants				270.11000 (Cash)		\$1,301.58		
139754	09/14/2023	Open			Accounts Payable	ENGINEERED FIRE SYST INC	\$2,125.00		
	Invoice		Date		Description		Amount		
	19777		08/02/2023		PLAN CHECKING SERVICE - JULY 2023		\$2,125.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,125.00		
139755	09/14/2023	Open			Accounts Payable	ENTERPRISE HOLDINGS LLC	\$2,479.73		
	Invoice		Date		Description		Amount		
	33848257		08/31/2023		SIU RENTAL FOR AUGUST 2023		\$2,479.73		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,479.73		

Payment Register

From Payment Date: 9/8/2023 - To Payment Date: 9/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139756	09/14/2023	Open			Accounts Payable	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	\$7,650.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	94543853		08/14/2023		ArcGIS Advanced Upgrade		\$7,650.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	501 - Information Technology				501.11000 (Cash)		\$7,650.00		
139757	09/14/2023	Open			Accounts Payable	FALANY FENCE COMPANY	\$9,474.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	15008		08/31/2023		FENCE REPAIR AT WQC		\$9,474.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$9,474.00		
139758	09/14/2023	Open			Accounts Payable	FAST TRACK CAR WASH, MADRUGA BROS ENT INC	\$637.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	07312023		07/31/2023		CAR WASH SERVICES - JULY 2023		\$637.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$542.50		
	205 - Sports Facilities				205.11000 (Cash)		\$3.50		
	246 - Landscape Assessment				246.11000 (Cash)		\$3.50		
	255 - CDBG				255.11000 (Cash)		\$3.50		
	405 - Building				405.11000 (Cash)		\$14.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$35.00		
	420 - WATER				420.11000 (Cash)		\$7.00		
	426 - Transit				426.11000 (Cash)		\$7.00		
	450 - SRWA - Operations				450.11000 (Cash)		\$10.50		
	502 - Engineering				502.11000 (Cash)		\$10.50		
139759	09/14/2023	Open			Accounts Payable	FEDERAL EXPRESS	\$423.26		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	8-241-85723		09/01/2023		SHIPPING CHARGES FOR 9/1/23		\$220.27		
	8-249-07505		09/08/2023		SHIPPING CHARGES FOR 9/8/23		\$202.99		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$246.55		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$12.61		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$139.00		
	420 - WATER				420.11000 (Cash)		\$25.10		
139760	09/14/2023	Open			Accounts Payable	GARTON TRACTOR INC	\$140.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	W0849401		08/29/2023		GARTON INTERNAL STOCK		\$140.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$140.00		
139761	09/14/2023	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$11,935.25		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	J3H1702		08/17/2023		BIMONTHLY WASTEWATER ANALYSIS - NITRATE + NITRITE AS N		\$66.00		
	J3H0808		08/08/2023		PRIVATE RESIDENCE		\$64.00		
	J3H1016		08/10/2023		LEAD AND COPPER		\$1,142.40		
	J3H0825		08/08/2023		LEAD AND COPPER		\$739.20		
	J3H0913		08/09/2023		SLUDGE		\$165.00		

Payment Register

From Payment Date: 9/8/2023 - To Payment Date: 9/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	J3G2012		07/20/2023		QUARTERLY WASTEWATER SAMPLES		\$51.70		
	J3H0102		08/01/2023		BIMONTHLY WASTEWATER ANALYSIS - TOTAL PHOSPHOROUS		\$46.20		
	J3H0914		08/09/2023		EPA BIOSOLIDS LIST		\$660.00		
	J3G1214		07/12/2023		EPA BIOSOLIDS LIST		\$660.00		
	J3G2616		07/26/2023		EPA BIOSOLIDS LIST		\$660.00		
	J3H1011		08/10/2023		PRS STATION MONITORING W24 (CONFLUENCE)		\$738.15		
	J3H1010		08/10/2023		PRS STATION MONITORING W37 (CONFLUENCE)		\$738.15		
	J3H0315		08/03/2023		PRS STATION MONITORING W24 (CONFLUENCE)		\$738.15		
	J3H0314		08/03/2023		PRS STATION MONITORING W37 (CONFLUENCE)		\$738.15		
	J3H2222		08/22/2023		SLUDGE		\$165.00		
	J3H2103		08/21/2023		ANNUAL BIOSOLIDS - FECAL COLIFORM		\$918.75		
	J3H1701		08/17/2023		LEAD AND COPPER		\$134.40		
	J3H1708		08/17/2023		DBP QUARTERLY SITES		\$2,016.00		
	J3H1709		08/17/2023		DOWNTOWN PCE REMEDIATION		\$1,494.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,392.65		
	420 - WATER				420.11000 (Cash)		\$8,542.60		
139762	09/14/2023	Open			Accounts Payable	Gerardo Hernandez DBA Jenny's Jumpers	\$635.00		
	Invoice		Date	Description	Amount				
	IN00050		07/31/2023	JUMPERS RENTAL SPONSORED BY ASES	\$635.00				
	Paying Fund				Cash Account		Amount		
	270 - Recreation Grants				270.11000 (Cash)		\$635.00		
139763	09/14/2023	Open			Accounts Payable	GILLIG LLC	\$1,032.06		
	Invoice		Date	Description	Amount				
	41080574		08/29/2023	TRA FILTER	\$1,032.06				
	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$1,032.06		
139764	09/14/2023	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$5,724.92		
	Invoice		Date	Description	Amount				
	69200		08/30/2023	Fuel for Fire #3	\$3,510.18				
	68982		08/17/2023	Fuel for Fire #3	\$957.12				
	67910		07/18/2023	Fuel for Fire #3	\$1,257.62				
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$5,724.92		
139765	09/14/2023	Open			Accounts Payable	GOMES PROPANE	\$11.08		
	Invoice		Date	Description	Amount				
	12438		07/31/2023	PROPANE FOR STREETS	\$11.08				
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$11.08		
139766	09/14/2023	Open			Accounts Payable	GRAINGER INC, W W	\$398.56		
	Invoice		Date	Description	Amount				
	9811716985		08/21/2023	DEPARTMENT SUPPLIES	\$398.56				
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$398.56		

Payment Register

From Payment Date: 9/8/2023 - To Payment Date: 9/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139767	09/14/2023	Open			Accounts Payable	GROENIGER & COMPANY DBA FERGUSON ENTERPRISES INC	\$2,267.37		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1809410		08/24/2023		WET BARL		\$2,267.37		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$2,267.37		
139768	09/14/2023	Open			Accounts Payable	HACH COMPANY	\$4,789.04		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	13698933		08/15/2023		SRWA Laboratory Supplies - Analyzer & Reagents		\$171.58		
	13696574		08/14/2023		SRWA Laboratory Supplies - Analyzer & Reagents		\$2,375.76		
	13696587		08/14/2023		SRWA Laboratory Supplies - Ozone Accuvac Ampules		\$320.60		
	13698816		08/15/2023		LAB SUPPLIES		\$682.42		
	13704482		08/17/2023		STABLCAL LR CALIBRATION SET W/O RFID		\$738.90		
	13709683		08/23/2023		TURBIDITY STD, GELEX 0-10NTU		\$327.01		
	13711941		08/24/2023		DPD FREE BULK DISPENSER + POWDER		\$172.77		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,421.32		
	420 - WATER				420.11000 (Cash)		\$499.78		
	450 - SRWA - Operations				450.11000 (Cash)		\$2,867.94		
139769	09/14/2023	Open			Accounts Payable	HARDERS PRINT SHOP INC	\$347.60		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	76151		08/21/2023		BUSINESS CARDS - 2,000 CARDS, 8 NAMES		\$347.60		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$347.60		
139770	09/14/2023	Open			Accounts Payable	HASA INC	\$87,669.10		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	911015		08/11/2023		SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE - WQC		\$14,720.72		
	915049		08/29/2023		SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE		\$14,711.23		
	915072		08/22/2023		SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE		\$14,559.51		
	911129		08/15/2023		SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE		\$12,520.67		
	914685		08/25/2023		SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE		\$9,482.96		
	912428		08/18/2023		SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE		\$14,720.72		
	913181		08/22/2023		WELL 38		\$1,601.38		
	913179		08/22/2023		WELL 40		\$260.99		
	913173		08/22/2023		WELL 34		\$335.10		
	913180		08/22/2023		FULKERTH TANK		\$190.10		
	913163		08/22/2023		WELL 20		\$454.32		
	913168		08/22/2023		WELL 31		\$199.77		
	913177		08/22/2023		WELL 37		\$902.19		
	913166		08/22/2023		WELL 27		\$631.53		
	913178		08/22/2023		WELL 39		\$112.77		
	913174		08/22/2023		WELL 36		\$370.54		
	913164		08/22/2023		WELL 22		\$157.88		

Payment Register

From Payment Date: 9/8/2023 - To Payment Date: 9/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	913172		08/22/2023	WELL 33			\$641.20		
	913162		08/22/2023	WELL 13			\$196.55		
	913165		08/22/2023	WELL 24			\$499.43		
	913170		08/22/2023	WELL 32			\$399.54		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$80,715.81		
	420 - WATER			420.11000 (Cash)			\$6,953.29		
139771	09/14/2023	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUEBOOK	\$3,413.65		
	Invoice		Date	Description			Amount		
	INV00108502		08/17/2023	LAB SUPPLIES			\$708.98		
	FTI_CN001152		06/12/2023	SRWA Misc. Safety Equipment CREDIT price adjustment			(\$134.02)		
	INV00039743		06/12/2023	SRWA Misc. Safety Equipment Head lamp, LOTO, Jackets, 1st aid			\$2,260.82		
	INV00054056		06/23/2023	SRWA Misc. Safety Equipment Anti Fog Face Shield			\$58.60		
	FTI_CN001682		06/23/2023	SRWA Misc. Safety Equipment CREDIT price adjustment			(\$0.41)		
	SCN005727		06/07/2023	SRWA Misc. Safety Equipment CREDIT for INV INV00039743			(\$830.52)		
	INV00064285		06/07/2023	SRWA Misc. Safety Equipment LOTO (misshipment)			\$830.52		
	SCN002414		06/07/2023	SRWA Misc. Safety Equipment CREDIT FOR INV INV00039743			(\$301.63)		
	SCN004403		06/23/2023	SRWA Misc. Safety Equipment CREDIT Anti fog face shield misship			(\$58.21)		
	INV00031095		06/05/2023	SRWA Misc. Safety Equipment - Face Shield, 1st aid kit			\$402.43		
	INV00102659		08/11/2023	Muni Services supplies.			\$477.09		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$477.09		
	420 - WATER			420.11000 (Cash)			\$708.98		
	450 - SRWA - Operations			450.11000 (Cash)			\$2,227.58		
139772	09/14/2023	Open			Accounts Payable	HI-VAC CORPORATION	\$135.68		
	Invoice		Date	Description			Amount		
	337579		09/05/2023	O RING			\$135.68		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$135.68		
139773	09/14/2023	Open			Accounts Payable	HILMAR READY MIX	\$590.88		
	Invoice		Date	Description			Amount		
	12217		08/11/2023	Porta Mix Concrete			\$403.18		
	12213		08/09/2023	D ST FIRE HYDRANT			\$117.31		
	12231		08/25/2023	CONCRETE FOR WATER JOB			\$70.39		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$590.88		
139774	09/14/2023	Open			Accounts Payable	HOLT OF CALIFORNIA INC	\$489.93		
	Invoice		Date	Description			Amount		
	K5836501		08/16/2023	SKID STEER			\$489.93		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$489.93		

Payment Register

From Payment Date: 9/8/2023 - To Payment Date: 9/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139775	09/14/2023	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Randik Paper Co.	\$2,818.09		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	217295		08/02/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$522.80		
	217591		08/09/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$484.02		
	217591-01		08/09/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$82.03		
	217799		08/16/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$294.17		
	217799C		08/18/2023		JANITORIAL PAPER & CLEANING SUPPLIES		(\$22.20)		
	218074		08/18/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$25.91		
	217591-02		08/23/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$32.59		
	217799-01		08/23/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$32.59		
	218174		08/23/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$545.34		
	218447		08/30/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$727.71		
	218472		08/30/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$93.13		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,818.09		
139776	09/14/2023	Open			Accounts Payable	INTERSTATE TRUCK CTR	\$56.25		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	02P463451		08/25/2023		ST99-7003		\$56.25		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$56.25		
139777	09/14/2023	Open			Accounts Payable	ITRON INC	\$8,644.19		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	657043		08/12/2023		HOSTING SERVICE 9/1 - 9/30/23		\$3,182.45		
	654610		07/12/2023		MAINTENANCE 8/1-10/31/23		\$2,279.25		
	654704		07/12/2023		HOSTING SERVICE 8/1 - 8/31/23		\$3,182.49		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$8,644.19		
139778	09/14/2023	Open			Accounts Payable	JAYNE PRODUCTS INC	\$9,776.98		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	27586		07/31/2023		STSR STRUVITE REMOVER		\$9,776.98		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$9,776.98		
139779	09/14/2023	Open			Accounts Payable	JONES & MAYER, LAW OFFICE	\$489.16		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	117588		07/31/2023		Special Counsel - July 2023		\$489.16		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$489.16		
139780	09/14/2023	Open			Accounts Payable	JORGENSEN & CO INC	\$176.08		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	6085818		08/24/2023		TRANSIT - ANNUAL FIRE EXT MAINT		\$120.08		
	6085812		08/24/2023		ANIMAL CONTROL SHELTER ANNUAL FIRE EXT MAINT (7)		\$56.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$56.00		
	426 - Transit				426.11000 (Cash)		\$120.08		

Payment Register

From Payment Date: 9/8/2023 - To Payment Date: 9/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139781	09/14/2023	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$16.52		
	Invoice		Date	Description		Amount			
	11082470		08/31/2023	Acct #9020101104 - Translation services for Police Department		\$16.52			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$16.52			
139782	09/14/2023	Open			Accounts Payable	LINDSAY CORPORATION DBA ELECSYS INTERNATIONAL, LLC	\$30.00		
	Invoice		Date	Description		Amount			
	SIP-E182772		08/21/2023	AUGUST 2023 SAT DATA SERVICES		\$30.00			
	Paying Fund			Cash Account		Amount			
	416 - Recycled Water Sales			416.11000 (Cash)		\$30.00			
139783	09/14/2023	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$879.63		
	Invoice		Date	Description		Amount			
	40032515		08/15/2023	MARTIN MARIETTA - ASPHALT		\$90.83			
	40032752		08/15/2023	MARTIN MARIETTA - ASPHALT		\$86.30			
	40183214		08/28/2023	MARTIN MARIETTA - ASPHALT		\$89.32			
	40183222		08/28/2023	MARTIN MARIETTA - ASPHALT		\$89.32			
	40183231		08/28/2023	MARTIN MARIETTA - ASPHALT		\$87.06			
	40183239		08/28/2023	MARTIN MARIETTA - ASPHALT		\$92.34			
	40183247		08/28/2023	MARTIN MARIETTA - ASPHALT		\$87.06			
	40183257		08/28/2023	MARTIN MARIETTA - ASPHALT		\$84.79			
	40219824		08/30/2023	MARTIN MARIETTA - ASPHALT		\$87.06			
	40237875		08/31/2023	MARTIN MARIETTA - ASPHALT		\$85.55			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$879.63			
139784	09/14/2023	Open			Accounts Payable	METER VALVE & CONTROL INC	\$400.00		
	Invoice		Date	Description		Amount			
	INV-005242		08/31/2023	FIELD SVC RATE FOR FIRMWARE UPGRADE/COLL & REAPTERS		\$400.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$400.00			
139785	09/14/2023	Open			Accounts Payable	MICROBIZ SECURITY COMPANY	\$9,414.58		
	Invoice		Date	Description		Amount			
	70992		08/08/2023	Standard Software Agreement 7/1/23 - 6/30/24		\$9,414.58			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$9,414.58			
139786	09/14/2023	Open			Accounts Payable	MISCO WATER	\$21,915.42		
	Invoice		Date	Description		Amount			
	19991PABR		08/24/2023	CHEMSCAN MINI SULFITE ANALYZER		\$21,915.42			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$21,915.42			
139787	09/14/2023	Open			Accounts Payable	MME	\$7,101.17		
	Invoice		Date	Description		Amount			
	012409		08/09/2023	BULLDOG 80 SERIES W/ 4" SKID C		\$7,101.17			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$7,101.17			

Payment Register

From Payment Date: 9/8/2023 - To Payment Date: 9/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139788	09/14/2023	Open			Accounts Payable	NBS GOVERNMENT FINANCE GROUP	\$10,715.00		
	Invoice		Date	Description		Amount			
	202308-2617		08/07/2023	PROFESSIONAL SERVICES THROUGH 7/31/23		\$10,715.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$10,715.00			
139789	09/14/2023	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$82.77		
	Invoice		Date	Description		Amount			
	03H0033242397		08/29/2023	5 GALLON NESTLE DRINKING ELECTRICAL MAINT 7.27.23-8.26.23		\$82.77			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$41.38			
	420 - WATER			420.11000 (Cash)		\$41.39			
139790	09/14/2023	Open			Accounts Payable	NORMAC INC	\$775.93		
	Invoice		Date	Description		Amount			
	0012196217-001		08/11/2023	IRRIGATION PARTS		\$352.98			
	0012104095-001		08/04/2023	IRRIGATION PARTS		\$422.95			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$775.93			
139791	09/14/2023	Open			Accounts Payable	Northstar Chemical	\$8,467.38		
	Invoice		Date	Description		Amount			
	261566		08/31/2023	FERRIC CHLORIDE FOR WATER WELL #38		\$8,467.38			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$8,467.38			
139792	09/14/2023	Open			Accounts Payable	O'DELL ENGINEERING, INC	\$3,513.75		
	Invoice		Date	Description		Amount			
	3751302		08/06/2023	SR06, 19-51 Columbia Pool Improvements-7/3/23- 8/6/23		\$3,513.75			
	Paying Fund			Cash Account		Amount			
	301 - Capital Improvements			301.11000 (Cash)		\$3,513.75			
139793	09/14/2023	Open			Accounts Payable	P G & E	\$66.34		
	Invoice		Date	Description		Amount			
	COLUMBIA 8/31/23		08/31/2023	6180280303-3 / 600 Columbia St		\$7.84			
	HIGH 8/31/23		08/31/2023	0221941093-9 / 595 High St		\$7.84			
	FIRE#3 8/31/23		09/03/2023	2087893140-9 / 501 E Monte Vista Ave		\$50.66			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$66.34			
139794	09/14/2023	Open			Accounts Payable	Petrolakis Law & Advocacy, APC	\$25,589.50		
	Invoice		Date	Description		Amount			
	1921		12/31/2022	City Attorney Professional Services-December 2022 Meetings		\$1,230.00			
	1922		12/31/2022	City Attorney Professional Services-December 2022 Cannabis NHC		\$3,207.00			
	1923		12/31/2022	City Attorney Professional Services-December 2022 Cannabis Everg		\$1,157.50			
	1924		12/31/2022	City Attorney Professional Services-December 2022 Claim Jammu		\$255.00			

Payment Register

From Payment Date: 9/8/2023 - To Payment Date: 9/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	1925		12/31/2022		City Attorney Professional Services-December 2022		\$1,560.00		
	1926		12/31/2022		Anhar v. PRA City Attorney Professional Services-December 2022		\$4,620.00		
	1927		12/31/2022		SRWA City Attorney Professional Services-December 2022		\$13,560.00		
	Paying Fund				General Munici Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$17,762.50		
	117 - Cannabis				117.11000 (Cash)		\$3,207.00		
	420 - WATER				420.11000 (Cash)		\$4,620.00		
139795	09/14/2023	Open			Accounts Payable	PUMP PROS INC		\$5,505.12	
	Invoice			Date	Description		Amount		
	919		08/23/2023		Water and Sewer parts		\$2,391.40		
	918		08/22/2023		Water and Sewer parts		\$672.54		
	910		08/17/2023		Water and Sewer parts		\$996.90		
	890		08/07/2023		Water and Sewer parts		\$943.95		
	931		09/06/2023		Water and Sewer parts		\$500.33		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,669.44		
	420 - WATER				420.11000 (Cash)		\$3,835.68		
139796	09/14/2023	Open			Accounts Payable	ROBERTSON - BRYAN INC		\$3,825.00	
	Invoice			Date	Description		Amount		
	15710.4		07/27/2023		NPDES PERMIT COMPLIANCE SERVICES TASK 4		\$130.50		
	15710.1		07/27/2023		DMC THM 4.2 NPDES PERMIT COMPLIANCE SERVICES ON CALL		\$3,694.50		
	Paying Fund				ASSISTANCE TASK 1 Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,694.50		
	416 - Recycled Water Sales				416.11000 (Cash)		\$130.50		
139797	09/14/2023	Open			Accounts Payable	ROLAND PHD,JOCELYN E		\$1,000.00	
	Invoice			Date	Description		Amount		
	21980		08/31/2023		CONTRACT SEPTEMBER 2023		\$1,000.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,000.00		
139798	09/14/2023	Open			Accounts Payable	Saf-T-Flo Water Services DBA Saf-T-Flo Chemical In		\$2,423.32	
	Invoice			Date	Description		Amount		
	101303		08/15/2023		Parts for wells and tank sites		\$2,423.32		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$2,423.32		
139799	09/14/2023	Open			Accounts Payable	STANISLAUS BUSINESS ALLIANCE INC		\$50,000.00	
	Invoice			Date	Description		Amount		
	3091.3		07/03/2023		Oppportunity Stanislaus MOU FY 2023-2024		\$50,000.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$50,000.00		

Payment Register

From Payment Date: 9/8/2023 - To Payment Date: 9/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139800	09/14/2023	Open			Accounts Payable	STANISLAUS CO SHERIFF'S	\$1,170.00		
	Invoice		Date	Description		Amount			
	4568		08/29/2023	FTO SCHOOL STUDENTS: ROTON, ARROYO, SCHELL		\$1,170.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,170.00			
139801	09/14/2023	Open			Accounts Payable	STEELPRO SPECIALTIES INC	\$2,460.00		
	Invoice		Date	Description		Amount			
	5788		08/28/2023	OVEN INSTALL STAINLESS PORTION		\$2,460.00			
	Paying Fund			Cash Account		Amount			
	270 - Recreation Grants			270.11000 (Cash)		\$2,460.00			
139802	09/14/2023	Open			Accounts Payable	THE MCCLATCHY COMPANY LLC	\$4,465.50		
	Invoice		Date	Description		Amount			
	449945		08/31/2023	Part-time Animal Services Rescue Coordinator 7/30/23 -8/6/23		\$851.75			
	452536		08/31/2023	Senior Planner 8/6/23-8/30/23		\$667.50			
	452542		08/31/2023	Senior Planner 8/6/23-8/30/23		\$1,196.25			
	452547		08/31/2023	PT Environmental Compliance Inspector Assistant 8/6/23-8/16/23		\$648.00			
	452548		08/31/2023	PT Environmental Compliance Inspector Assistant 8/6/23-8/16/23		\$1,102.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,715.50			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,750.00			
139803	09/14/2023	Open			Accounts Payable	TOWER ENTERPRISE	\$2,149.32		
	Invoice		Date	Description		Amount			
	9966		08/23/2023	PRE-EMPLOYMENT EVAL FOR PT ACCT:9966		\$540.24			
	9915		08/22/2023	PRE-EMPLOYMENT EVAL FOR PT ACCT:9915		\$540.24			
	8493		08/23/2023	PRE-EMPLOYMENT EVAL FOR PT ACCT:8493		\$528.60			
	9967		08/23/2023	PRE-EMPLOYMENT EVAL FOR PT ACCT:9967		\$540.24			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,149.32			
139804	09/14/2023	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$5,000.00		
	Invoice		Date	Description		Amount			
	20358		08/31/2023	Consulting Services for August 2023		\$5,000.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,500.00			
	420 - WATER			420.11000 (Cash)		\$2,500.00			
139805	09/14/2023	Open			Accounts Payable	TRITECH SOFTWARE SYSTEMS	\$135,127.48		
	Invoice		Date	Description		Amount			
	388832		08/03/2023	NIBERS MODULE 50% COMPLETION		\$5,265.00			
	389532		08/10/2023	NIBERS MODULE 50% COMPLETION		\$6,240.00			
	386311		07/25/2023	MAINTENANCE AGREEMENT 7/14/23-7/13/24		\$123,622.48			
	Paying Fund			Cash Account		Amount			
	116 - Special Public Safety			116.11000 (Cash)		\$123,622.48			
	240 - Small Equipment Replacement			240.11000 (Cash)		\$11,505.00			

Payment Register

From Payment Date: 9/8/2023 - To Payment Date: 9/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139806	09/14/2023	Open			Accounts Payable	TURLOCK COMMUNITY THEATRE	\$4,735.00		
	Invoice		Date			Description	Amount		
	202310		08/18/2023			Dance Class and Recital	\$4,735.00		
	Paying Fund					Cash Account	Amount		
	110 - General Fund					110.11000 (Cash)	\$4,735.00		
139807	09/14/2023	Open			Accounts Payable	TURLOCK UMPIRE GROUP	\$5,706.00		
	Invoice		Date			Description	Amount		
	2023-06		08/18/2023			ADULT SOFTBALL GAMES - August 2023	\$5,706.00		
	Paying Fund					Cash Account	Amount		
	110 - General Fund					110.11000 (Cash)	\$5,706.00		
139808	09/14/2023	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC	\$18,089.84		
	Invoice		Date			Description	Amount		
	51429613		08/17/2023			SODIUM BISULFITE	\$8,885.32		
	51425519		08/17/2023			SODIUM BISULFITE	\$9,204.52		
	Paying Fund					Cash Account	Amount		
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$18,089.84		
139809	09/14/2023	Open			Accounts Payable	USAM1 LLC dba BMW MOTORCYCLES OF MODESTO	\$469.51		
	Invoice		Date			Description	Amount		
	55966		08/22/2023			SERVICE AND BRAKE PADS KIT FOR UNIT 1139	\$469.51		
	Paying Fund					Cash Account	Amount		
	110 - General Fund					110.11000 (Cash)	\$469.51		
139810	09/14/2023	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	\$733.71		
	Invoice		Date			Description	Amount		
	0128444230901		09/01/2023			Acct #128444 - Public Safety Internet Service	\$733.71		
	Paying Fund					Cash Account	Amount		
	110 - General Fund					110.11000 (Cash)	\$733.71		
139811	09/14/2023	Open			Accounts Payable	VWR INTERNATIONAL INC	\$170.40		
	Invoice		Date			Description	Amount		
	8813782695		08/16/2023			PARAFILM PM996 1 ROLL 4 IN X 125 FT	\$104.35		
	8813917903		08/31/2023			VWR BOTTLE SAMPLE WIDE 2L CS6	\$55.30		
	8813876612		08/28/2023			BEAKER TALL FORM GLASS 25ML	\$10.75		
	Paying Fund					Cash Account	Amount		
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$115.10		
	420 - WATER					420.11000 (Cash)	\$55.30		
139812	09/14/2023	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$6,098.86		
	Invoice		Date			Description	Amount		
	00339.10-17		08/10/2023			NPDES Permit Compliance Services through 6/30/23	\$6,098.86		
	Paying Fund					Cash Account	Amount		
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$6,098.86		
139813	09/14/2023	Open			Accounts Payable	WEST PUBLISHING CORPORATION	\$531.58		
	Invoice		Date			Description	Amount		
	848879009		09/01/2023			ONLINE SOFTWARE SUBSCRIPTION FOR 08/01/23 - 08/31/23	\$265.79		
	848565468		08/22/2023			ONLINE SOFTWARE SUBSCRIPTION FOR 06/01/23 - 06/30/2023	\$265.79		
	Paying Fund					Cash Account	Amount		

Payment Register

From Payment Date: 9/8/2023 - To Payment Date: 9/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139822	09/14/2023	Open			Accounts Payable	PEREZ, MANUEL	\$135.00		
	Invoice		Date	Description			Amount		
	2024-00024841		09/08/2023	A/C REFUND			\$135.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$135.00		
139823	09/14/2023	Open			Accounts Payable	RICHARDS, DESIREE	\$100.00		
	Invoice		Date	Description			Amount		
	2023-00234771		09/08/2023	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
139824	09/14/2023	Open			Accounts Payable	SACRAMENTO REGIONAL PUBLIC SAFETY TRAINING CENTER	\$193.00		
	Invoice		Date	Description			Amount		
	TR 4865 TUITION		09/07/2023	INT. TRAFFIC COLL. INV., MCCLELLAN, 9/17/23-9/22/23- WATSON			\$193.00		
	Paying Fund			Cash Account			Amount		
	206 - Traffic Safety			206.11000 (Cash)			\$193.00		
139825	09/14/2023	Open			Accounts Payable	SACRAMENTO REGIONAL PUBLIC SAFETY TRAINING CENTER	\$193.00		
	Invoice		Date	Description			Amount		
	TR 4865 TUITION		09/07/2023	INT. TRAFFIC COLL. INV., MCCLELLAN, 9/17/23-9/22/23- ALBERTI			\$193.00		
	Paying Fund			Cash Account			Amount		
	206 - Traffic Safety			206.11000 (Cash)			\$193.00		
139826	09/14/2023	Open			Accounts Payable	SACRAMENTO REGIONAL PUBLIC SAFETY TRAINING CENTER	\$193.00		
	Invoice		Date	Description			Amount		
	TR 4865 TUITION		09/07/2023	INT. TRAFFIC COLL. INV., MCCLELLAN, 9/17/23-9/22/23- GALLUP			\$193.00		
	Paying Fund			Cash Account			Amount		
	206 - Traffic Safety			206.11000 (Cash)			\$193.00		
139827	09/14/2023	Open			Accounts Payable	SCOTT, JANIS	\$100.00		
	Invoice		Date	Description			Amount		
	2023-00218818		09/08/2023	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
139828	09/14/2023	Open			Accounts Payable	TYLER GARRETT SILVEIRA	\$2,446.76		
	Invoice		Date	Description			Amount		
	METER #15201725		08/31/2023	HYDRANT METER #15201725 PERMIT REFUND			\$2,446.76		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,471.00		
	420 - WATER			420.11000 (Cash)			(\$24.24)		
139829	09/14/2023	Open			Accounts Payable	WATSON, JASON	\$320.00		
	Invoice		Date	Description			Amount		
	TR 4865 PER DIEM		09/07/2023	INTERMEDIATE TRAFFIC COLLISION INV., MCCLELLAN, 9/17/23-9/22/23			\$320.00		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 9/8/2023 - To Payment Date: 9/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
	206 - Traffic Safety			206.11000 (Cash)			\$320.00			
139830	09/14/2023	Open			Accounts Payable	YOUNG, JACOB	\$250.00			
	Invoice		Date	Description			Amount			
	TR 4867 PER DIEM		09/07/2023	TACTICAL RIFLE INSTRUCTOR, 9/18/23-9/21/23, SANTA PAULA			\$250.00			
	Paying Fund		Cash Account				Amount			
	110 - General Fund		110.11000 (Cash)				\$250.00			
Type Check Totals:										
AP - Accounts Payable Totals							110 Transactions	\$762,830.37		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	110	\$762,830.37	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	110	\$762,830.37	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	110	\$762,830.37	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	110	\$762,830.37	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	110	\$762,830.37	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	110	\$762,830.37	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	110	\$762,830.37	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	110	\$762,830.37	\$0.00

Payment Register

From Payment Date: 7/1/2023 - To Payment Date: 7/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
5371	07/24/2023	Open			Accounts Payable	CH2M Hill Engineers, Inc	\$4,969,644.48		
	Invoice		Date	Description		Amount			
	35		06/30/2023	SRWA - Design Build Contract 2022-23 for June 2023		\$4,969,644.48			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$4,969,644.48			
5372	07/27/2023	Open			Accounts Payable	US BANK	\$1,227,933.69		
	Invoice		Date	Description		Amount			
	2348282		07/27/2023	TUR. REDEVELOPMENT TAX ALLOCATION REFUNDING BONDS, SERIES 2016		\$1,227,933.69			
	Paying Fund			Cash Account		Amount			
	621 - Successor Agency - Non LMI			621.11000 (Cash)		\$1,227,933.69			
5416	07/10/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$102.00		
	Invoice		Date	Description		Amount			
	818221370		06/30/2023	CLAIMS JUNE 2023 - RETIREE		\$102.00			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$102.00			
5417	07/10/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$807.82		
	Invoice		Date	Description		Amount			
	818221368		06/30/2023	CLAIMS JUNE 2023 -TAPO		\$807.82			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$807.82			
5418	07/10/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$923.40		
	Invoice		Date	Description		Amount			
	818221366		06/30/2023	CLAIMS JUNE 2023 - FIRE		\$923.40			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$923.40			
5419	07/10/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$471.90		
	Invoice		Date	Description		Amount			
	818221362		06/30/2023	CLAIMS JUNE 2023 - MANAGEMENT		\$471.90			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$471.90			
5420	07/10/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$3,578.09		
	Invoice		Date	Description		Amount			
	818221364		06/30/2023	CLAIMS JUNE 2023 - TCEA		\$3,578.09			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$3,578.09			
5421	07/10/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$61.32		
	Invoice		Date	Description		Amount			
	818202903		07/10/2023	PREMIUMS JULY 2023 - CONFIDENTIAL		\$61.32			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$61.32			
5422	07/10/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$30.66		
	Invoice		Date	Description		Amount			
	818202905		07/10/2023	PREMIUMS JULY 2023 - EXEC TEAM		\$30.66			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 7/1/2023 - To Payment Date: 7/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	511 - Health Care			511.11000 (Cash)			\$30.66		
5423	07/10/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$86.87		
	Invoice		Date	Description		Amount			
	818202906		07/10/2023	PREMIUMS JULY 2023 - MGMT		\$86.87			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$86.87			
5424	07/10/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$183.96		
	Invoice		Date	Description		Amount			
	818202902		07/10/2023	PREMIUMS JULY 2023 - FIRE		\$183.96			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$183.96			
5425	07/10/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$408.80		
	Invoice		Date	Description		Amount			
	818202901		07/10/2023	PREMIUMS JULY 2023 - TAPO		\$408.80			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$408.80			
5426	07/10/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$30.66		
	Invoice		Date	Description		Amount			
	818202900		07/10/2023	PREMIUMS JULY 2023 - TMAPS		\$30.66			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$30.66			
5427	07/10/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$81.76		
	Invoice		Date	Description		Amount			
	818202899		07/10/2023	PREMIUMS JULY 2023 - RETIREE		\$81.76			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$81.76			
5428	07/10/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$15.33		
	Invoice		Date	Description		Amount			
	818190737		07/10/2023	PREMIUMS JULY 2023 - CITY OF TURLOCK		\$15.33			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$15.33			
5429	07/10/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$812.49		
	Invoice		Date	Description		Amount			
	818202904		07/10/2023	PREMIUMS JULY 2023 - TCEA		\$812.49			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$812.49			
5488	07/26/2023	Open			Accounts Payable	US BANK-VISA	\$119,657.33		
	Invoice		Date	Description		Amount			
	7/24/2023X9452		07/26/2023	Procurement Card Charges - 7/24/23 Statement		\$119,657.33			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$119,657.33			

Type EFT Totals:
AP - Accounts Payable Totals

17 Transactions

\$6,324,830.56

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	17	\$6,324,830.56	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 7/1/2023 - To Payment Date: 7/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided		0	\$0.00	\$0.00
					Total		17	\$6,324,830.56	\$0.00
<hr/>									
		All			Status		Count	Transaction Amount	Reconciled Amount
					Open		17	\$6,324,830.56	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		17	\$6,324,830.56	\$0.00
<hr/>									
Grand Totals:					EFTs			Transaction Amount	Reconciled Amount
					Open		17	\$6,324,830.56	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		17	\$6,324,830.56	\$0.00
		All			Status		Count	Transaction Amount	Reconciled Amount
					Open		17	\$6,324,830.56	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		17	\$6,324,830.56	\$0.00

Payment Register

From Payment Date: 3/1/2023 - To Payment Date: 3/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
5489	03/29/2023	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$6,510.57		
	Invoice		Date	Description		Amount			
	BE005451394		03/29/2023	DELTA DENTAL CLAIMS FOR 3/17/23-3/23/23		\$6,510.57			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$6,510.57			
Type EFT Totals:						1 Transactions	\$6,510.57		
AP - Accounts Payable Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$6,510.57	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	1	\$6,510.57	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$6,510.57	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$6,510.57	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$6,510.57	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	1	\$6,510.57	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$6,510.57	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$6,510.57	\$0.00



***INVESTMENT AND CASH REPORT
FOR AUGUST 31, 2023***

CURRENT INVESTMENT AND CASH BALANCE

The City's cash and investments as of AUGUST 31, 2023 totaled the following:

Invested Cash	\$ 185,387,718.97
Demand Deposits (excludes outstanding items)	\$ 68,861,104.87
Total Cash and Investments	<u>\$ 254,248,823.84</u>

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

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

COMPLIANCE WITH INVESTMENT POLICY

As of AUGUST 31, 2023, the investment portfolio was in compliance with all elements of the City's Investment Policy.

Prepared by: Jamie Gomes, Accountant II

Jamie Gomes
Signature

09/20/2023
Date Signed

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

Diana Lewis
Signature

09/20/2023
Date Signed

CITY OF TURLOCK
Schedule of Investments - As of 8-23

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
Local Agency Investment Fund (LAIF)	\$ 75,000,000.00	\$ 75,000,000.00	3.434%	3.434%	n/a	n/a	\$ 75,000,000.00	Quarterly
Total LAIF	75,000,000.00	75,000,000.00					75,000,000.00	
California Asset Management Program (CAMP)	5,005,313.02	5,005,313.02	n/a	5.520%	n/a	n/a	\$ 5,005,313.02	Monthly
Total CAMP	5,005,313.02	5,005,313.02					5,005,313.02	
DEMAND DEPOSITS:								
West America Bank Daily Receipts (unreconciled)	68,851,184.87	68,851,184.87	0.08%	0.08%	n/a	n/a	68,851,184.87	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	68,861,104.87	68,861,104.87					68,861,104.87	
CERTIFICATES OF DEPOSIT:								
Oak Valley Community Bank	2,042,649.96	2,042,649.96	0.350%	0.350%	9/2/21	9/2/23	2,042,649.96	Maturity
Oak Valley Community Bank	3,042,509.06	3,042,509.06	0.200%	0.200%	9/2/22	9/2/23	3,042,509.06	Maturity
Bank of Stockton	2,160,696.93	2,160,696.93	0.200%	0.200%	10/16/22	10/16/23	2,160,696.93	Maturity
Bank of Stockton	1,190,683.22	1,190,683.22	0.200%	0.200%	10/23/22	10/23/23	1,190,683.22	Maturity
Enerbank USA	247,000.00	247,000.00	1.800%	1.800%	11/22/19	11/22/23	245,050.22	Monthly
Farmers & Merchants Bank	2,337,302.33	2,337,302.33	3.550%	3.550%	2/2/23	2/2/24	2,337,302.33	Maturity
Farmers & Merchants Bank	1,177,344.14	1,177,344.14	3.550%	3.550%	2/4/23	2/4/24	1,177,344.14	Maturity
Flagstar Bank FSB	249,000.00	249,000.00	0.500%	0.500%	7/31/20	7/31/24	237,802.30	Jan & Jul
Bank of Stockton	1,179,037.41	1,179,037.41	0.200%	0.200%	4/13/23	10/13/24	1,179,037.41	Maturity
Raymond James Bank NA	247,000.00	247,000.00	1.850%	1.850%	11/26/19	11/26/24	236,137.94	May & Nov
State Bank of India	247,000.00	247,000.00	2.050%	2.050%	11/27/19	11/27/24	236,700.60	May & Nov
Merrick Bank	247,000.00	247,000.00	1.800%	1.800%	11/29/19	11/29/24	235,832.75	Monthly
East Boston Savings Bank	249,000.00	249,000.00	0.500%	0.500%	8/14/20	8/14/25	226,073.70	Monthly
Enterprise Bank/PA	249,000.00	249,000.00	0.500%	0.500%	8/14/20	8/14/25	226,073.70	Monthly
Pony Express Bank	249,000.00	249,000.00	0.450%	0.450%	8/14/20	8/14/25	225,843.32	Monthly
First Carolina Bank	249,000.00	249,000.00	0.450%	0.450%	8/20/20	8/20/25	225,665.10	Monthly
Total Certificates of Deposit	15,363,223.05	15,363,223.05					15,225,402.68	
MONEY MARKET AND MUTUAL FUNDS								
Oak Valley Community Bank-MM	5,041,803.81	5,041,803.81	0.100%	0.100%	9/2/15	open	5,041,803.81	monthly
	5,041,803.81	5,041,803.81					5,041,803.81	
U.S. TREASURIES:								
US Treasury Note	2,049,375.00	2,000,000.00	1.375%	0.274%	6/30/21	9/30/23	1,993,548.18	March & Sept
US Treasury Note	1,992,500.00	2,000,000.00	0.125%	0.289%	6/30/21	10/15/23	1,987,187.50	Apr & Oct
US Treasury Note	1,950,312.50	2,000,000.00	2.500%	4.702%	11/29/22	1/31/24	1,976,015.62	Jan & July
US Treasury Note	1,954,375.00	2,000,000.00	2.750%	4.705%	11/29/22	2/15/24	1,975,468.76	Feb & Aug
US Treasury Note	1,961,250.00	2,000,000.00	2.250%	3.373%	6/16/22	3/31/24	1,964,140.62	March & Sept
US Treasury Note	1,990,234.38	2,000,000.00	0.250%	0.421%	6/30/21	5/15/24	1,928,906.24	May & Nov
US Treasury Note	1,988,515.63	2,000,000.00	0.250%	0.446%	6/30/21	6/15/24	1,921,562.50	Jun & Dec
US Treasury Note	2,048,125.00	2,000,000.00	1.250%	0.484%	6/30/21	8/31/24	1,920,234.38	Feb & Aug
US Treasury Note	2,092,500.00	2,000,000.00	1.500%	0.228%	2/3/21	9/30/24	1,920,078.12	March & Sept
US Treasury Note	1,032,343.75	1,000,000.00	1.500%	0.520%	6/30/21	10/31/24	1,915,468.76	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	2,036,875.00	2,000,000.00	2.000%	1.377%	2/3/22	2/15/25	1,913,046.88	Feb & Aug
US Treasury Note	1,980,000.00	2,000,000.00	0.500%	0.800%	11/10/21	3/31/25	1,862,578.12	March & Sept
US Treasury Note	1,955,625.00	2,000,000.00	2.750%	3.558%	6/16/22	5/15/25	1,926,875.00	May & Nov
US Treasury Note	1,965,703.13	2,000,000.00	0.250%	0.685%	6/30/21	6/30/25	1,837,656.24	Jun & Dec
US Treasury Note	1,963,750.00	2,000,000.00	0.250%	0.701%	6/30/21	7/31/25	1,831,718.76	Jan & July
US Treasury Note	1,961,171.88	2,000,000.00	0.250%	0.724%	6/30/21	8/31/25	1,825,703.12	Feb & Aug
US Treasury Note	1,955,000.00	2,000,000.00	0.375%	0.942%	11/10/21	11/30/25	1,815,625.00	May & Nov
US Treasury Note	1,977,734.38	2,000,000.00	0.750%	1.010%	11/10/21	3/31/26	1,815,390.62	March & Sept
US Treasury Note	1,791,406.25	2,000,000.00	0.750%	3.602%	6/16/22	5/31/26	1,803,593.76	May & Nov

CITY OF TURLOCK
Schedule of Investments - As of 8-23

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
US Treasury Note	970,781.25	1,000,000.00	0.875%	1.564%	2/3/22	6/30/26	903,867.19	Jun & Dec
US Treasury Note	1,918,750.00	2,000,000.00	0.625%	1.565%	2/3/22	7/31/26	1,788,281.24	Jan & July
US Treasury Note	1,845,000.00	2,000,000.00	1.625%	3.590%	6/16/22	9/30/26	1,836,640.62	March & Sept
US Treasury Note	1,788,671.88	2,000,000.00	1.125%	4.068%	11/29/22	10/31/26	1,802,656.24	Apr & Oct
US Treasury Note	1,964,375.00	2,000,000.00	3.250%	3.691%	2/3/23	6/30/27	1,919,609.38	Jun & Dec
US Treasury Note	962,187.50	1,000,000.00	2.750%	3.671%	2/3/23	7/31/27	941,171.88	Jan & July
US Treasury Bond	2,223,125.00	2,000,000.00	6.375%	3.680%	2/3/23	8/15/27	2,141,875.00	Feb & Aug
US Treasury Note	2,004,687.50	2,000,000.00	4.125%	4.062%	7/25/23	9/30/27	1,981,093.76	March & Sept
US Treasury Note	2,005,312.50	2,000,000.00	4.125%	4.055%	7/25/23	10/31/27	1,979,375.00	Apr & Oct
Total U.S. Treasuries	53,353,164.09	54,000,000.00					51,429,368.49	
U.S. AGENCY SECURITIES:								
FHLMC (Freddie Mac)	MATURED	MATURED	0.250%	0.140%	2/3/21	8/24/23	MATURED	Feb & Aug
FNMA (Fannie Mae)	2,004,982.00	2,000,000.00	0.250%	0.161%	2/3/21	11/27/23	1,975,072.90	May & Nov
FFCB (Federal Farm Credit Bank)	2,000,000.00	2,000,000.00	1.200%	1.200%	2/3/22	4/3/24	1,950,049.32	Apr & Oct
FNMA (Fannie Mae)	2,104,000.00	2,000,000.00	1.750%	0.220%	2/3/21	7/2/24	1,938,991.62	Jan & July
FFCB (Federal Farm Credit Bank)	2,013,840.00	2,000,000.00	4.875%	4.529%	11/30/22	1/10/25	1,989,495.18	Jan & July
FHLB (Federal Home Loan Bank)	2,062,460.00	2,000,000.00	1.750%	0.920%	11/10/21	9/12/25	1,877,125.20	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	1,847,187.66	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	1,852,838.50	Feb & Aug
FFCB (Federal Farm Credit Bank)	957,212.00	1,000,000.00	0.600%	1.580%	2/3/22	8/18/26	887,050.53	Feb & Aug
FHLB (Federal Home Loan Bank)	1,047,690.00	1,000,000.00	2.625%	1.600%	2/3/22	12/11/26	941,739.63	June & Dec
FHLB (Federal Home Loan Bank)	983,617.00	1,000,000.00	1.250%	1.600%	2/3/22	12/21/26	899,544.62	June & Dec
FNMA (Fannie Mae)	1,837,800.00	2,000,000.00	0.500%	4.124%	2/3/23	6/17/25	1,847,929.02	June & Dec
FFCB (Federal Farm Credit Bank)	2,977,740.00	3,000,000.00	3.625%	3.841%	2/3/23	10/26/26	2,914,078.23	Apr & Oct
FFCB (Federal Farm Credit Bank)	1,903,352.00	2,000,000.00	2.875%	4.282%	7/25/23	4/26/27	1,887,324.66	Apr & Oct
FHLB (Federal Home Loan Bank)	1,995,276.00	2,000,000.00	4.125%	4.190%	7/25/23	6/11/27	1,970,176.10	June & Dec
Total U.S. Agencies	25,880,263.00	26,000,000.00					24,778,603.17	
CORPORATE NOTES/BONDS								
Tennessee Valley Authority	1,907,880.00	2,000,000.00	2.875%	4.300%	7/25/23	2/1/27	1,892,276.58	Feb & Aug
Microsoft Corp	1,930,730.00	2,000,000.00	3.300%	4.210%	11/29/22	2/6/27	1,922,010.02	Feb & Aug
Apple Inc	1,905,342.00	2,000,000.00	3.000%	4.100%	2/3/23	11/13/27	1,877,524.52	May & Nov
Total Corporate Notes/Bonds	5,743,952.00	6,000,000.00					5,691,811.12	
TOTAL INVESTMENTS	\$ 185,387,718.97	\$ 132,410,339.88					\$ 182,172,302.29	
TOTAL INVESTMENTS AND DEMAND DEPOSITS	254,248,823.84	201,271,444.75					251,033,407.16	

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



Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

City of Turlock

For the Month Ending
August 31, 2023

Client Management Team

Jeremy King

Key Account Manager
213 Market Street
Harrisburg, PA 17101-2141
1-855-678-5447 (1-855-OST-LGIP)
kingj@pfmam.com

Contents

Cover/Disclosures
Summary Statement
Individual Accounts

Accounts included in Statement

City of Turlock

Important Messages

CAMP will be closed on 09/04/2023 for Labor Day.
CAMP will be closed on 10/09/2023 for Columbus Day.

CITY OF TURLOCK
ISAAC MORENO
156 S BROADWAY
STE. 110
TURLOCK, CA 95380

Online Access www.camponline.com

Customer Service 1-800-729-7665

**Important Disclosures****Important Disclosures**

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Proxy Voting PFMAM does not normally receive proxies to vote on behalf of its clients. However, it does on occasion receive consent requests. In the event a consent request is received the portfolio manager contacts the client and then proceeds according to their instructions. PFMAM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

Questions About an Account PFMAM's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFMAM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFMAM recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the PFMAM statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

Account Control PFMAM does not have the authority to withdraw funds from or deposit funds to the custodian outside the scope of services provided by PFMAM. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Market Value Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv or Bloomberg. For certain short-term investments or where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

Amortized Cost The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straightline basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.

Tax Reporting Cost data and realized gains / losses are provided for informational purposes only. Please review for accuracy and consult your tax advisor to determine the tax consequences of your security transactions. PFMAM does not report such information to the IRS or other taxing authorities and is not responsible for the accuracy of such information that may be required to be reported to federal, state or other taxing authorities.

Financial Situation In order to better serve you, PFMAM should be promptly notified of any material change in your investment objective or financial situation.

Callable Securities Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented.

Portfolio The securities in this portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by PFMAM, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested. Actual settlement values, accrued interest, and amortized cost amounts may vary for securities subject to an adjustable interest rate or subject to principal paydowns. Any changes to the values shown may be reflected within the next monthly statement's beginning values.

Rating Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Shares of some local government investment programs and TERM funds are marketed through representatives of PFMAM's affiliate, PFM Fund Distributors, Inc. which is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Hotline at 1-800-289-9999 or at the FINRA website address <https://www.finra.org/investors/investor-contacts>. A brochure describing the FINRA Regulation Public Disclosure Program is also available from FINRA upon request.

Key Terms and Definitions

Dividends on local government investment program funds consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratably amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

Current Yield is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by

365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

Average maturity represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

Monthly distribution yield represents the net change in the value of one share (normally \$1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

YTM at Cost The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.

YTM at Market The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.

Managed Account A portfolio of investments managed discretely by PFMAM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian.

Unsettled Trade A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFMAM within 60 days of receipt. If you have other concerns or questions regarding your account, or to request an updated copy of PFMAM's current disclosure statement, please contact a member of your client management team at PFMAM Service Operations at the address below.

PFM Asset Management LLC
Attn: Service Operations
213 Market Street
Harrisburg, PA 17101

NOT FDIC INSURED**NO BANK GUARANTEE****MAY LOSE VALUE**



Account Statement - Transaction Summary

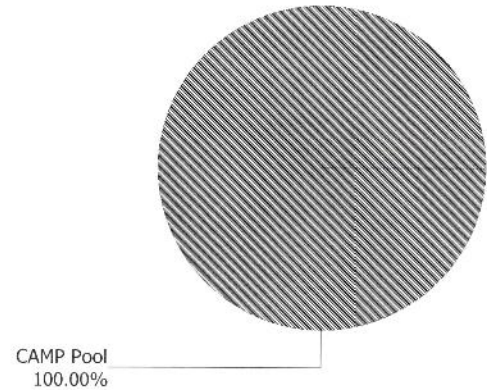
For the Month Ending **August 31, 2023**

City of Turlock - City of Turlock -

CAMP Pool	
Opening Market Value	0.00
Purchases	5,005,313.02
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$5,005,313.02
Cash Dividends and Income	5,313.02

Asset Summary		
	August 31, 2023	July 31, 2023
CAMP Pool	5,005,313.02	0.00
Total	\$5,005,313.02	\$0.00

Asset Allocation	
CAMP Pool	100.00%





Account Statement

For the Month Ending **August 31, 2023**

City of Turlock - City of Turlock -

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					0.00
08/25/23	08/25/23	Purchase - Incoming Wires	1.00	5,000,000.00	5,000,000.00
08/31/23	09/01/23	Accrual Income Div Reinvestment - Distributions	1.00	5,313.02	5,005,313.02
Closing Balance					5,005,313.02

	Month of August	Fiscal YTD July-August
Opening Balance	0.00	0.00
Purchases	5,005,313.02	5,005,313.02
Redemptions (Excl. Checks)	0.00	0.00
Check Disbursements	0.00	0.00
Closing Balance	5,005,313.02	5,005,313.02
Cash Dividends and Income	5,313.02	5,313.02

Closing Balance	5,005,313.02
Average Monthly Balance	1,129,203.65
Monthly Distribution Yield	5.52%

City Council Staff Report

September 26, 2023



From: Erik Schulze, Public Works Director
 Prepared by: Randall Jones, P.E., Associate Civil Engineer
 Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 19-51A “Columbia Pool Facility Demolition” and authorizing the City Engineer to file a Notice of Completion

2. SYNOPSIS:

This action accepts the improvements and authorizes the City Engineer to file a Notice of Completion for City Project No. 19-51A “Columbia Pool Facility Demolition”

3. DISCUSSION OF ISSUE:

On October 11, 2022, City Council approved an agreement with CVE Contracting Group, of Fresno, California, for City Project No. 19-51A “Columbia Pool Facility Demolition”. The work has been completed per the approved plans, specifications, and authorized contract change orders.

Change Order Summary:

	Amount	Approval Date
Original Contract	\$379,441.00	October 11, 2022
Change Order No. 1	\$ 3,075.00	August 1, 2023
Change Order No. 2 (Final)	(\$157,505.00)	September 1, 2023
Adjusted Total Contract	\$225,011.00	

- Change Order No. 1 in the amount of \$3,075 included the cost of restocking fees associated with fencing material that had been purchased by the contractor. The fence installation bid item which included the cost to furnish the materials and install the fence was deleted from the scope of work of the demolition project and has been added to the scope of work for the pool construction project. The change order was necessary to pay the contractor for the cost of restocking the fencing materials already purchased.

- Change Order No. 2 (Final) in the deductive amount of \$157,505.00 included a final quantities adjustment. The original contract price is based on quantities estimated from project plans. Actual quantities measured in the field at the end of the project are reconciled with the estimated bid quantities at the end of the project. The final quantity adjustment reflects the deletion of the fence from the scope of work.

All work on the construction project has been completed in accordance with the project plans and specifications. City staff requests Council authorization for the City Engineer to file a Notice of Completion.

4. BASIS FOR RECOMMENDATION:

- A. Improvements for City Project No. 19-51A “Columbia Pool Facility Demolition” have been completed.
- B. California Civil Code Section 9204 allows a public entity to record a Notice of Completion as signed and verified by its agent.

5. FISCAL IMPACT / BUDGET AMENDMENT:

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

Account number 301-50-520.51300 “Construction Repairs/Improvements” is the designated account to provide capital outlay for all project expenses.

The total project costs are displayed below:

CVE Construction Total Costs	\$ 225,011.00
Construction Engineering (City staff)	\$ 20,383.57
Materials Testing (BSK and Associates)	\$ 4,359.50
Materials Testing (Kleinfelder)	\$14,250.00
Miscellaneous Project Expenses	\$ 786.04
Total Project Costs	\$ 264,790.11

There are sufficient funds in the project account for Fiscal Year 2023-24. No budget appropriation is needed at this time.

6. STAFF COMMENTS:

Staff recommends approval

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. 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.

10. ATTACHMENTS:

- A. Contract Change Order No. 1
- B. Contract Change Order No. 2 (Final)
- C. Notice of Completion (NOC)

Site Map
for
City Project No. 19-51A
Columbia Pool Facility Demolition





CONTRACT CHANGE ORDER

Date issued: 19-Jul-23 **Change Order No.:** 1
Project Name: Columbia Pool Facility Demolition

CVE Contracting Group
 4263 N. Selland Ave
 Fresno, California 93722
 559-222-1122


Project No.: 19-51A
Original Contract Amount: \$379,441.00
Contract Award Date: October 11, 2022

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

ITEM	Unit:	Quantity:	Unit Price:	Total:	
1.1	Restocking Fence Fees	LS	1	\$3,075.00	\$3,075.00
Total this CCO=				\$3,075.00	
<i>The original contract sum =</i>				\$379,441.00	
<i>Net change by previous change orders =</i>				\$0.00	
<i>The contract sum will increase in the amount of =</i>				\$3,075.00	
<i>The new contract sum including this change order will be =</i>				\$382,516.00	
No working days are added to this contract.					

Accepted: 
 CVE Contracting Group, Contractor

Date: 7/28/2023

Recommended: 
 Erik Schulze, Public Works Director

William D. Morris, City Engineer

Date: 8/1/2023

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 19-51A
COLUMBIA POOL FACILITY DEMOLITION**

Notice is hereby given that work on the above-referenced project located on various locations in Turlock, California, was completed by the undersigned agency on September 26, 2023. The contractor of work is CVE Contracting Group, of Fresno, California, 93722 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 September 27, 2023 at Turlock, California, Stanislaus County

City Council Staff Report

September 26, 2023



From: Jessie Dhami, Human Relations Director

Prepared by: Darlene Ingersoll, Principal Human Relations Analyst

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the establishment of a new job description for a Fleet Services Manager and amending the Management Salary Schedule effective September 26, 2023

2. SYNOPSIS:

Staff is recommending the approval of the establishment of a new job description for a Fleet Services Manager effective September 26, 2023.

Adopting a Resolution approving an amendment to the Salary Schedule of the existing Management Schedule of Benefits previously adopted by Resolution No. 2023-110 dated May 9, 2023, to include approved Fleet Services Manager salary range.

3. DISCUSSION OF ISSUE:

The Fleet Services Manager will oversee and be responsible for the Fleet Services Division and is a management classification.

The Fleet Services Manager position was approved by City Council on June 13, 2023 as part of Fiscal Year 2023/2024 budget process.

The Fleet Services Manager is designated as management for Labor Relations purposes and is considered exempt under the Fair Labor Standards Act (FLSA).

4. BASIS FOR RECOMMENDATION:

The Fleet Services Manager is responsible for the Fleet Services Division which maintains and repairs City vehicles, heavy equipment, power equipment and transit buses. In addition, this Division oversees shipping and receiving functions for the City. Currently, the total number of vehicles and pieces of equipment owned and

maintained by the City is 1,326. In addition, the Fleet Services Manager oversees the City's fleet replacement program including vehicle acquisition and vehicle disposal.

The Fleet Services Manager is responsible for oversight and leadership of the Fleet Services Division including directing, planning, organizing and managing the activities of the Division. The goals/objectives and highlights of the Fleet Services Division are:

- Maintain and repair all City vehicles and equipment ensuring maximum productivity and quality repairs.
- Ensure that the City's bus fleet is properly maintained to ensure passenger safety and federal asset management resolutions.
- Continue to promote Automotive Service Excellence (ASE) certification program.
- Provide quality, cost-effective service to all departments.
- Serve as the central receiving point for most equipment/materials and distribute received goods to intended recipients in an effective and efficient manner.
- Continue to train employees on the latest technology to ensure compliance with all air quality needs.

Section 2-4-207 of the Turlock Municipal Code provides that the City Manager is responsible for the efficient administration of all affairs of the City which are under his control. Section 2-4-207(d) of the Turlock Municipal Code provides the City Manager with the power and duty to recommend to the City Council the reorganization of offices, positions, departments, or units under his direction as he may deem in the interest of the efficient, effective, and economical conduct of the City's business.

Therefore, the recommendation is to approve the establishment a new job description for a Fleet Services Manager and amend the Management Salary Schedule effective September 26, 2023.

City Council approval is required for any new job descriptions.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The Fleet Services Manager position was approved on June 13, 2023 as part of Fiscal Year 2023/2024 budget process.

6. STAFF RECOMMENDATIONS:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Council may choose not to approve the establishment of a new job description for a Fleet Services Manager. Staff does not recommend this option as the current structure is insufficient to meet the business demands of the Fleet Services Division of the Public Works Department.

10. ATTACHMENTS:

- A. Draft Resolution
- B. Fleet Services Manager job description (new)
- C. Management Salary Schedule

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING THE
ESTABLISHMENT A NEW JOB
DESCRIPTION FOR A FLEET SERVICES
MANAGER AND AMEND THE MANAGEMENT
SALARY SCHEDULE EFFECTIVE
SEPTEMBER 26, 2023**

RESOLUTION NO. 2023-XXX

WHEREAS, Section 2-4-207 of the Turlock Municipal Code provides that the City Manager is responsible for the efficient administration of all affairs of the City which are under his control; and

WHEREAS, Section 2-4-207(d) of the Turlock Municipal Code provides the City Manager with the power and duty to recommend to the City Council the reorganization of offices, positions, departments, or units under his direction as he may deem in the interest of the efficient, effective, and economical conduct of the City's business; and

WHEREAS, the City needs a Fleet Services Manager to oversee the Division; and

WHEREAS, the Fleet Services Manager position was approved by City Council on June 13, 2023 as part of Fiscal Year 2023/2024 budget process; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the establishment of a new job description for a Fleet Services Manager and amend the Management Salary Schedule effective September 29, 2023.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of September, 2023, by the following vote:

- AYES:
- NOES:
- NOT PARTICIPATING:
- ABSENT:

ATTEST:

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



FLEET SERVICES MANAGER

DEFINITION

Under general direction, plans, organizes, and manages the activities of the Fleet Services Division; oversees the maintenance and repair of City vehicles and equipment; coordinates assigned activities with other divisions, departments, and outside agencies; and provides highly responsible and complex administrative support to the Department Director and Deputy Director; and performs other job-related work as required.

This position is designated as management for Labor Relations purposes and is considered exempt under the Fair Labor Standards Act (FLSA).

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the Public Works Director or Deputy Public Works Director. The job incumbent is expected to work with minimal direct supervision, exercising independent judgment and initiative in a number of complex, responsible and sensitive areas. The Fleet Services Manager supervises assigned professional, technical and administrative support personnel.

DISTINGUISHING CHARACTERISTICS

This is a management classification and division head responsible for directing the activities of the Fleet Services Division. Reporting to the Public Works Director, the incumbent exercises considerable independent judgment in directing a system of planned vehicle, transit and equipment acquisition and maintenance for city departments. Duties and responsibilities are performed in accordance with law, ordinance, and City policy.

ESSENTIAL FUNCTIONS – Duties may include but are not limited to the following:

- Plans, organizes, manages, and reviews the work of subordinate personnel engaged in the purchase, repair, and maintenance of automobiles, trucks, tractors, transit and other mechanical equipment, according to industry time standards.
- Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommends and administers policies and procedures.
- Meets with operating department personnel to determine their equipment, vehicle and transit needs and requirements; writes the requirements into formal technical specifications preparatory to advertising the specifications for competitive bid.

- Selects, trains, coaches and evaluates subordinate personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and other employee procedures.
- Utilizes a computerized equipment management information system to control parts inventory, work standards, and cost accounting; oversees the operation and function of the Fleet asset and work order database including accuracy of data, preventive maintenance schedules, inspections, and automated reports.
- Directs, evaluates, and approves the purchase of inventory parts and materials, contractual services, new and replacement equipment, and other fleet/transit related requirements.
- Oversees the City's fleet replacement program including vehicle acquisition and vehicle disposal.
- Ensures the work environment complies with government, safety and environmental standards; assures the shop area, equipment and materials are maintained in a safe, clean and orderly fashion; assures security of storage and repair facilities.
- Administers the division budget and reviews all division personnel transactions for completeness, accuracy, and conformance to established policy.
- Plans and implements safety and training programs; prepares safety meetings; reviews accidents with the Safety Committee and implements corrective procedures.
- Reviews maintenance complaints, vehicle accidents involving any negligence; develops corrective recommendations.
- Oversees and prepares reports, as required, to the Environmental Protection Agency (EPA), California Air Resources Board (CARB), San Joaquin Valley Air Pollution Control District (SJVAPCD), California Bureau of Automotive Repair (BAR), and other outside agencies; monitors legislation and regulations to insure City fleet remains in compliance with all rules and regulations.
- Participates in the selection of assigned personnel; provides or coordinates staff training; works with employees on their professional development.
- Perform other related work as required.

MINIMUM QUALIFICATIONS

Ability to:

- Oversee and participate in the management of a comprehensive fleet maintenance and repair and replacement program.
- Plan, organize, and supervise the work of a varied staff of skilled, semi-skilled and unskilled trades and office employees.

- Select, supervise, train and evaluate staff.
- Participate in the development and administration of division goals, objectives and procedures.
- Prepare and administer program budgets.
- Prepare clear and concise administrative and financial reports.
- Research, analyze and evaluate new service delivery methods and techniques.
- Ensure adherence to established safety rules, regulations and guidelines.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Develop and interpret specifications for the purchase of vehicles, including transit vehicles, and equipment.
- Interpret and apply federal, state and local policies, laws and regulations.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Respond to requests and inquiries from the general public.
- Establish and maintain cooperative working relationships with employees, other City departments, City officials, civic organizations, and the public.
- Communicate clearly and concisely, both orally and in writing.

Knowledge of:

- Operations, services and activities of a comprehensive municipal fleet maintenance and repair program.
- The principles and practices of centralized fleet/transit management, including acquisition, maintenance, repair, disposition, and parts inventory control.
- Methods, materials, tools and equipment used in the maintenance and repair of heavy equipment and vehicles.
- Types and level of maintenance and repair activities performed in a fleet maintenance program.
- The principles of applying and evaluating industry time standards relating to the repair and maintenance of a wide variety of automotive, heavy equipment, transit, agricultural, and construction equipment.
- Principles and practices of municipal budget preparation and administration.

- Cost accounting procedures, and management information systems relating to a large fleet/transit maintenance operation.
- Strategic planning principles.
- Contract management principles and practices.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles and practices of program development and administration.
- Principles of supervision, training and performance evaluation.
- Occupational hazards and standard safety practices including pertinent sections of CAL-OSHA.
- Pertinent federal, state, and local laws, codes and regulations.

EDUCATION AND EXPERIENCE

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

EDUCATION

Graduation from an accredited college or university with an Associate's Degree in Business Administration, Public Administration, Automotive Technology or a closely related field.

EXPERIENCE

Four years of supervisory or administrative experience in the maintenance and repair of a fleet of heavy-duty diesel trucks, buses/transit, and/or automotive equipment. Additional qualifying experience may be substituted for the required education on a year for year basis, up to a maximum of two years.

SPECIAL REQUIREMENTS

Incumbents must file a Statement of Economic Interests.

Possession of a valid California Driver's License issued by the Department of Motor Vehicles at the time of appointment and the ability to maintain it as a condition of continued employment.

DESIRABLE QUALIFICATIONS

Considerable experience and knowledge in governmental fleet services.

PHYSICAL REQUIREMENTS

While performing the essential duties of the position, the employee is regularly required to stand; sit; walk; use hands; move fingers to feel objects or controls and operate tools; and reach with hands and

arms. The employee is required to see well enough to read, write and make observations and hear well enough to converse on the radio, telephone and in person. The employee is required to have sufficient bodily mobility to walk, bend, stand, crouch or climb for extended periods of time. The employee is required to operate assigned equipment and vehicles and may need to perform manual labor for short to moderate periods of time. The employee must occasionally lift and move equipment as necessary, as well as tolerate fluctuations in temperature while performing essential functions.

Established: September 26, 2023

Reviewed and Approved:

Personnel Officer

Date

MANAGEMENT SALARY SCHEDULE 2023-2024

	Range	Step 1	Step 1	Step 3	Step 4	Step 5
PRINCIPAL HUMAN RELATIONS ANALYST	32.1	8907	9353	9820	10311	10827
PARKS/STREETS & PUBLIC FACILITIES						
SUPERINTENDENT	32.1	8907	9353	9820	10311	10827
PURCHASING MANAGER	32.1	8907	9353	9820	10311	10827
RECREATION SUPERINTENDENT	32.1	8907	9353	9820	10311	10827
BUILDING OFFICIAL, CHIEF	34.1	9820	10311	10827	11369	11937
FLEET SERVICES MANAGER	34.1	9820	10311	10827	11369	11937
PUBLIC WORKS SUPERVISOR/ CITY SURVEYOR	34.1	9820	10311	10827	11369	11937
PLANNING MANAGER	34.1	9820	10311	10827	11369	11937
REGULATORY AFFAIRS MGR	34.1	9820	10311	10827	11369	11937
ROADS PROGRAM MANAGER	34.1	9820	10311	10827	11369	11937
UTILITIES MANAGER	34.1	9820	10311	10827	11369	11937
WQC DIVISION MGR	34.1	9820	10311	10827	11369	11937
HOUSING PROGRAM MANAGER	34.1	9820	10311	10827	11369	11937
ACCOUNTANT, PRINCIPAL	35.1	10311	10827	11369	11937	12534
CIVIL ENGINEER, PRINCIPAL	35.1	10311	10827	11369	11937	12534
EXECUTIVE ASST TO CM/CITY CLERK	35.1	10311	10827	11369	11937	12534
POLICE SUPPORT OPERATIONS MANAGER	35.1	10311	10827	11369	11937	12534
TRANSIT MANAGER	35.1	10311	10827	11369	11937	12534
INFO TECH MANAGER	35.8	10678	11212	11773	12362	12980
WATER TREATMENT PLANT MANAGER	36.1	10827	11369	11937	12534	13161
DEPUTY PUBLIC WORKS DIRECTOR	38.1	11937	12534	13161	13820	14511
CITY ENGINEER	39.1	12534	13161	13820	14511	15237
HUMAN RELATIONS DIRECTOR	39.1	12534	13161	13820	14511	15237
DEV SERV DIRECTOR	39.1	12534	13161	13820	14511	15237
FINANCE DIRECTOR	39.1	12534	13161	13820	14511	15237
MUNICIPAL SERVICES DIR	39.1	12534	13161	13820	14511	15237
ECONOMIC DEVELOPMENT DIRECTOR /						
COMMUNICATIONS OFFICER	39.1	12534	13161	13820	14511	15237
INFORMATION TECHNOLOGY DIRECTOR	39.1	12534	13161	13820	14511	15237
PUBLIC WORKS DIRECTOR	39.1	12534	13161	13820	14511	15237
RISK MANAGEMENT DIRECTOR	39.1	12534	13161	13820	14511	15237
FIRE CHIEF	41.1	13820	14511	15237	15999	16799
DEPUTY CITY MANAGER	41.1	13820	14511	15237	15999	16799
POLICE CHIEF	42.1	14511	15237	15999	16799	17639
CITY MANAGER	44.3	16159	16967	17816	18707	19642

EFFECTIVE 9/26/23

City Council Staff Report

September 26, 2023



From: Jessie Dhami, Human Relations Director

Prepared by: Darlene Ingersoll, Principal Human Relations Analyst

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the revision to the job description for Police Officer I/II effective September 26, 2023.

2. SYNOPSIS:

Adopting a Resolution to approve the revision to the job description for Police Officer I/II with change of Lateral Police Officers under Distinguishing Characteristics to eighteen (18) months of patrol experience with a law enforcement agency.

3. DISCUSSION OF ISSUE:

The Police Department continues to experience extreme challenges in recruiting and filling the position of Police Officer I/II. This has caused staff to re-evaluate and assess the job description relative to Lateral Police Officers.

After review and conducting a comparison survey of Cities, staff assessed and has determined the need to revise the Distinguishing Characteristics for Lateral Police Officers from two (2) years of patrol experience with a law enforcement agency to eighteen (18) months of patrol experience with a law enforcement agency.

The Police Officer I/II position is represented by Turlock Associated Police Officers (T.A.P.O.) bargaining unit for labor relations purposes. T.A.P.O. does not have any objections to this change.

4. BASIS FOR RECOMMENDATION:

This recommended revision should increase the eligible pool of Lateral Police Officer candidates to fill these critical positions in the City of Turlock.

Section 2-4-207 of the Turlock Municipal Code provides that the City Manager is responsible for the efficient administration of all affairs of the City which are under

his control. Section 2-4-207(d) of the Turlock Municipal Code provides the City Manager with the power and duty to recommend to the City Council the reorganization of offices, positions, departments, or units under his direction as he may deem in the interest of the efficient, effective, and economical conduct of the City's business

Therefore, the recommendation is to approve the revision to the job description for Police Officer I/II effective September 26, 2023.

City Council approval is required for any new and/or modified job descriptions.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal impact: None

6. STAFF RECOMMENDATION:

Staff recommends the approval of the revision to the job description for Police Officer I/II.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION: N/A

9. ALTERNATIVES:

A. Council may choose not to approve the revision to the job description for the Police Officer I/II. Staff does not recommend this option as the revision should increase the eligible applicant pool for these positions.

10. ATTACHMENTS:

- A. Draft Resolution
- B. Police Officer I/II job description (revised)

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING THE
REVISION TO THE JOB DESCRIPTION
FOR POLICE OFFICER I/II EFFECTIVE
SEPTEMBER 26, 2023**

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}
}

RESOLUTION NO. 2023-XXX

WHEREAS, Section 2-4-207 of the Turlock Municipal Code provides that the City Manager is responsible for the efficient administration of all affairs of the City which are under his control; and

WHEREAS, Section 2-4-207(d) of the Turlock Municipal Code provides the City Manager with the power and duty to recommend to the City Council the reorganization of offices, positions, departments, or units under his direction as he may deem in the interest of the efficient, effective, and economical conduct of the City’s business; and

WHEREAS, approving the requested revised job description for Police Officer I/II should increase the eligible pool of Lateral Police Officer candidates to fill these critical positions in the City of Turlock; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the revision to the job description for Police Officer I/II effective September 26, 2023.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of September, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



POLICE OFFICER I/II

DEFINITION

Under general supervision, this position is assigned to perform law enforcement and crime prevention work; to enforce State and local traffic regulations and to perform comprehensive criminal investigative work on special assignments and will also perform related duties as assigned.

This classification is assigned to the T.A.P.O. bargaining unit for labor relations purposes and is subject to overtime, standby, call-back and shift assignments.

DISTINGUISHING CHARACTERISTICS

The Police Officer I – An entry level position that serves an eighteen (18) month probationary period and is expected to promote to the journey level Police Officer II classification after successful completion of probation.

Police Officer II – An entry level Police Officer that has successfully passed probation at the Turlock Police Department or lateral Police Officer that has successfully met prerequisite qualifications.

*Lateral Police Officers – Individuals who possess a California POST Basic Certificate and are currently employed as a police officer with a minimum of ~~two (2) years~~ eighteen (18) months of patrol experience with a law enforcement agency. New hire lateral Police Officers shall be classified as a Police Officer II and serve a twelve (12) month probationary period.

*Lateral applicants may qualify for up to a \$20,000 signing bonus.

ESSENTIAL FUNCTIONS - Duties may include, but are not limited to the following:

Operations:

- Patrols assigned areas in vehicles, on foot, on motorcycle, or on bicycle as assigned.
- Analyzes and solves community/neighborhood problems involving the protection and preservation of life, property, and the enforcement of City, County and State laws.
- Conducts a variety of investigations including neighborhood disturbances, prowlers, burglaries, thefts, robberies, juvenile crimes, domestic violence, sexual assaults, vehicle accidents, and deaths.
- Directs traffic/provides regulation of traffic flow at time of emergency or congestion.
- Works shiftwork to include Days, Swings and Graveyard.
- Testifies in court as needed.

- Provides traffic enforcement to include arrests and issuance of citations as required.
- Receives calls from and provides assistance for other law enforcement agencies in emergencies.
- Conducts investigations to include the collection and storage of evidence for court presentation.
- Prepares detailed reports of arrests made, investigations conducted, and illegal incidents observed.
- Proactively patrols business districts and residential neighborhoods at all times of day and night.
- Provides direction and information to the general public.
- Processes and cares for prisoners.
- Establishes and maintains positive contact with citizens pertaining to potential community and neighborhood problems, suspicious people and circumstances.
- Assists with Neighborhood Watch and Business Watch meetings.
- Counsels' at-risk youth and assists with diversion programs and press relations.
- Provides service and assistance to the public.
- May be assigned to act as School Resource Officer - teaching high school students youth in law classes or Drug Awareness Resistance Education.
- Assists in assigned projects such as licensing of businesses, building maintenance, issuance of permits or other tasks as assigned.
- Works with a team of officers working a specialized street crimes suppression unit (C-Team).
- Participates in and assists with community recreation activities.

Investigations:

- Investigates, collects, and preserves evidence from the scene on a wide variety of crimes, suspected crimes and accident scenes.
- Interviews and interrogates witnesses, victims and suspects.
- Locates suspects, makes arrests and searches for and seizes criminal evidence.
- Prepares detailed reports of investigations and arrests.
- Prepares evidence for trial of cases and testifies in court.
- Interviews merchants and the public to obtain descriptions of possible suspects, and secures written and oral statements from witnesses and victims.
- May serve as an undercover agent for vice and narcotic investigations.
- May conduct background investigations on police officer or civilian applicants.
- Cooperates with other law enforcement agencies in carrying out assigned investigative duties.
- Confers with supervisor on progress and problems concerning assigned cases.
- May work with a team of investigators on the Turlock drug enforcement team.
- May perform duties in other areas of the Police Department or countywide task forces to include
 - Stanislaus County Drug Enforcement Unit
 - Stanislaus County Gang Intelligence Task Force
 - Sacramento Valley Hi-Tech Crimes Task Force
 - Stanislaus County Auto Theft Task Force, or others.

Ability to:

- Provide high quality customer oriented service.
- Demonstrate keen powers of observation and memory.
- Analyze situations accurately and adopt effective courses of action, learn and apply the

community oriented policing philosophy.

- Learn laws of arrest and pertinent local and state laws.
- Learn criminal investigative techniques and procedures.
- Learn the safe use and care of firearms and equipment.
- Exercise restraint and good judgment in a variety of emergency situations.
- Understand and carry out oral and written directions and directives.
- Prepare accurate case reports.
- Establish and maintain cooperative relationships with those contacted in the course of work.

MINIMUM QUALIFICATIONS

AGE:

Twenty-one (21) years old at time of appointment as a Police Officer.

Proof of age is a copy of an official United States issued birth certificate or any document accepted for proof of citizenship.

CITIZENSHIP:

Pursuant to California government Code 1031 (a): Must be a citizen of the United States or a permanent resident alien who is eligible for and has applied for citizenship. Proof of citizenship requirement is copy of an official United States issued birth certificate or official United States naturalization documentation.

EDUCATION:

Be a high school graduate from a United States public school, an accredited United States Department of Defense high school or an accredited or approved public or nonpublic high school.

Or pass the General Education Development Test indicating high school graduation level.

Or pass the California High School Proficiency Examination.

Or a two-year, four-year, or advanced degree from an accredited college or university is desirable.

Proof of education is a copy of one of the following: A high school diploma, a college degree, a high school transcript, a college transcript or, if applicable, GED or Proficiency Exam certificates.

DRIVERS LICENSE:

Possession of a valid California Driver's License – minimum "Class C" – to be maintained as a condition of continued employment.

A copy of your driver's license is required.

POLICE OFFICER I/II ACADEMY REQUIREMENTS:

Must be a graduate from a California P.O.S.T. certified police academy at time of application.

Or at time of application, be currently enrolled in a California P.O.S.T. certified full-time police academy.

Or at time of application, be currently enrolled in Module 1 of a California P.O.S.T. certified extended police academy.

If enrolled in an academy, must have graduated from the academy by time of appointment.

Must provide a copy of your academy certificate of completion or proof of academy enrollment.

EXPERIENCE AND EDUCATION

EXPERIENCE

Refer to Minimum Qualification Section

EDUCATION

Refer to Minimum Qualification Section

CERTIFICATES

Ability to obtain a P.O.S.T. Basic Certificate within eighteen (18) months of appointment or end of probation.

Possession of an advanced first-aid certificate issued by the American Red Cross within six (6) months of appointment.

PHYSICAL REQUIREMENTS

Maintain physical ability and stamina to meet police and safety standards, to include: See well enough to drive vehicles under emergency conditions, make valid identifications, use firearms, detect hazardous situations, write legible reports; hear and speak well enough to converse on the radio, telephone and in person over incident noise, and be alert to situations of danger; bodily mobility to make rapid transitions from rest to near maximal exertion without warm-up periods, stamina and endurance necessary in the apprehension of combative suspects, use of hands and fingers to write and type reports, utilize safety gear, and drive vehicles under emergency conditions; ability to distinguish hazardous odors; ability to lift equipment as necessary.

Revised 07/1989

Revised 12/1992

Revised 10/1998

Revised 09/2008

Revised 05/2016

Revised 01/2019

Revised 06/13/2023

Revised 09/26/2023

Reviewed and Approved:

Personnel Officer

Date

City Council Staff Report

September 26, 2023



From: Erik Schulze, Public Works Director

Prepared by: Charlotte Calvario, Engineering Project Coordinator

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$1,806,000 to Fund 246 "Landscape Assessment", account number 246-60-600.43700 "Slurry Seals" from Fund 246 unallocated reserves

Resolution: Awarding bid and approving an Agreement with VSS International of West Sacramento, California in the amount of \$3,312,000, and authorizing a contingency amount of \$200,000 (6.0%) for construction of City Project No. 21-033 "Slurry Seals 2023"

2. SYNOPSIS:

The proposed actions are related to construction of City Project No. 21-033 "Slurry Seal 2023": appropriating funding and awarding bid and approving an Agreement with VSS International of West Sacramento, California.

3. DISCUSSION OF ISSUE:

Several assessment districts within the City include a roadway maintenance element. The City Engineering Division prepares construction drawings for public bidding which includes slurry seal treatments for these assessment districts. Slurry seal consists of an emulsion of asphalt, water, and sand and is applied as a thin seal (approximately ¼ inch thick) to maintain pavements in good condition. Assessment districts are scheduled to be included in a slurry seal project once every 7 years to assure that the pavement is maintained and does not degrade to a point where more expensive treatments would be required to maintain the asphalt concrete road surface.

The slurry seal project initially planned for 2022 did not proceed due to City staff shortages in the Engineering Division to design and manage construction of the project. The areas initially planned for 2022 have been added to the scope of City Project No. 21-033 "Slurry Seals 2023." Due to the combining of these two projects,

the magnitude of the project exceeds the typical sized slurry seal project. Thus, the contractor will likely be unable to complete all slurry seal work before the end of 2023 due to the onset of cold or rainy conditions that would prevent application of slurry seal. Any remaining slurry seal work would recommence in Spring 2024 after the weather improves.

The contract documents include provisions to require that the areas originally scheduled for 2022 are treated before those areas scheduled for 2023. Additionally, the contractor will be required to do work near Medeiros Elementary School on Saturday(s), and work in the Monte Vista Crossings shopping center and industrialized areas during night time to decrease impact to traffic flow and businesses. For the exact locations of areas to receive slurry seal, please review the Attachment B – Site Map.

The project's scope of work consists of the following work:

- Crack treatment
- Grinding of asphalt surfaces near pedestrian curb ramp openings
- Type II Slurry Seal
- Pavement striping and markings

City staff advertised this project on August 9, 2023, through the Turlock Journal and on the City's website for construction projects. On August 31, 2023, four (4) bids were received for City Project No. 21-033 "Slurry Seals 2023". VSS International of West Sacramento, California, was the lowest responsible bidder with a bid amount of \$3,312,000.

Bid Summary:

BIDDER	BID AMOUNT
VSS International, Inc.	\$3,312,000.00
DRYCO Construction Inc.	\$3,557,534.67
Pavement Coatings Co.	\$3,495,840.00
Doolittle Construction LLC	\$3,553,553.00

Staff reviewed the bids for bidder responsiveness and responsibility and recommends approval of an agreement with VSS International of West Sacramento, California, as the lowest responsive, responsible bidder with a bid amount of \$3,312,000.

4. BASIS FOR RECOMMENDATION:

A. Additional funding is necessary to complete City Project No. 21-033 "Slurry Seals 2023".

- B. Per the Public Contract Code, § 20160 et seq., the City Council has the discretion to decide if a project shall be awarded to the lowest responsible bidder submitting a responsive bid, or if all bids should be rejected.

- C. Staff recommends Council approval of a contract change order contingency amount of \$200,000 in accordance with Resolution No. 2023-070. This equates to 6.0% of the construction contract price and is considered an average amount for a project such as this.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

The total estimated costs in Fiscal Year 2023-24 are displayed below:

Preliminary Engineering	\$25,000
- <i>City Engineering</i>	
Construction Contractor Bid Cost	\$3,312,000
- <i>VSS International, Inc.</i>	
Construction Contingency	\$200,000
Construction Engineering	\$80,000
- <i>City Engineering</i>	
Materials Testing Services	\$10,000
- <i>TBD</i>	
<hr/> Estimated Total Project Costs	\$3,627,000
<hr/> Fy 23/24 Budget Available	\$1,821,000
<hr/> Appropriation Needed	\$1,806,000

The designated project account Fund 246 "Landscape Assessment" account 246-60-600.43700 "Slurry Seals" was budgeted for \$1,821,000 for fiscal year 2023-2024. Preliminary engineering costs from Fiscal Year 2022-23 were approximately \$73,000.00. There are sufficient funds from prior year assessments within unallocated reserves to fund this project. A budget appropriation is needed at this time to reallocate these funds in the amount of \$1,806,000. A total estimated cost breakdown by assessment district is included with this staff report as Attachment C.

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

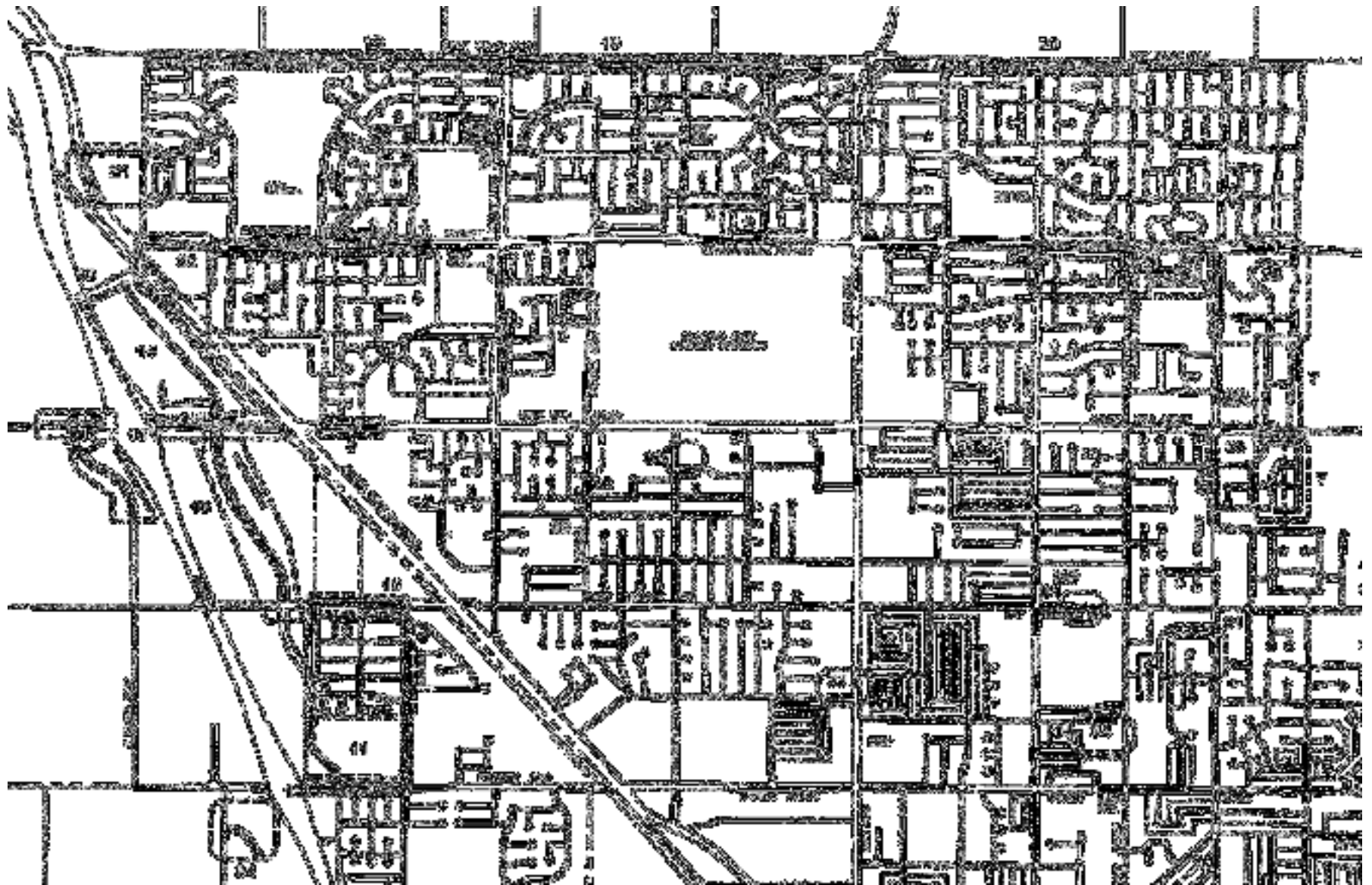
This action is exempt from CEQA per Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines as this section exempts projects that involve negligible expansion of use of the existing facility. This project includes maintenance of existing asphalt concrete roadways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

9. ALTERNATIVES:

- A. Council could reject all bids submitted for this project. Staff does not recommend this alternative as the proposed improvements are needed and funding is available.
- B. Council could approve a contract change order contingency amount different from that recommended by Staff in the amount of \$200,000. Staff does not recommend this alternative because this equates to 6% of the construction contract price and is considered an average amount for a project such as this.
- C. Provide staff with direction on how to proceed.

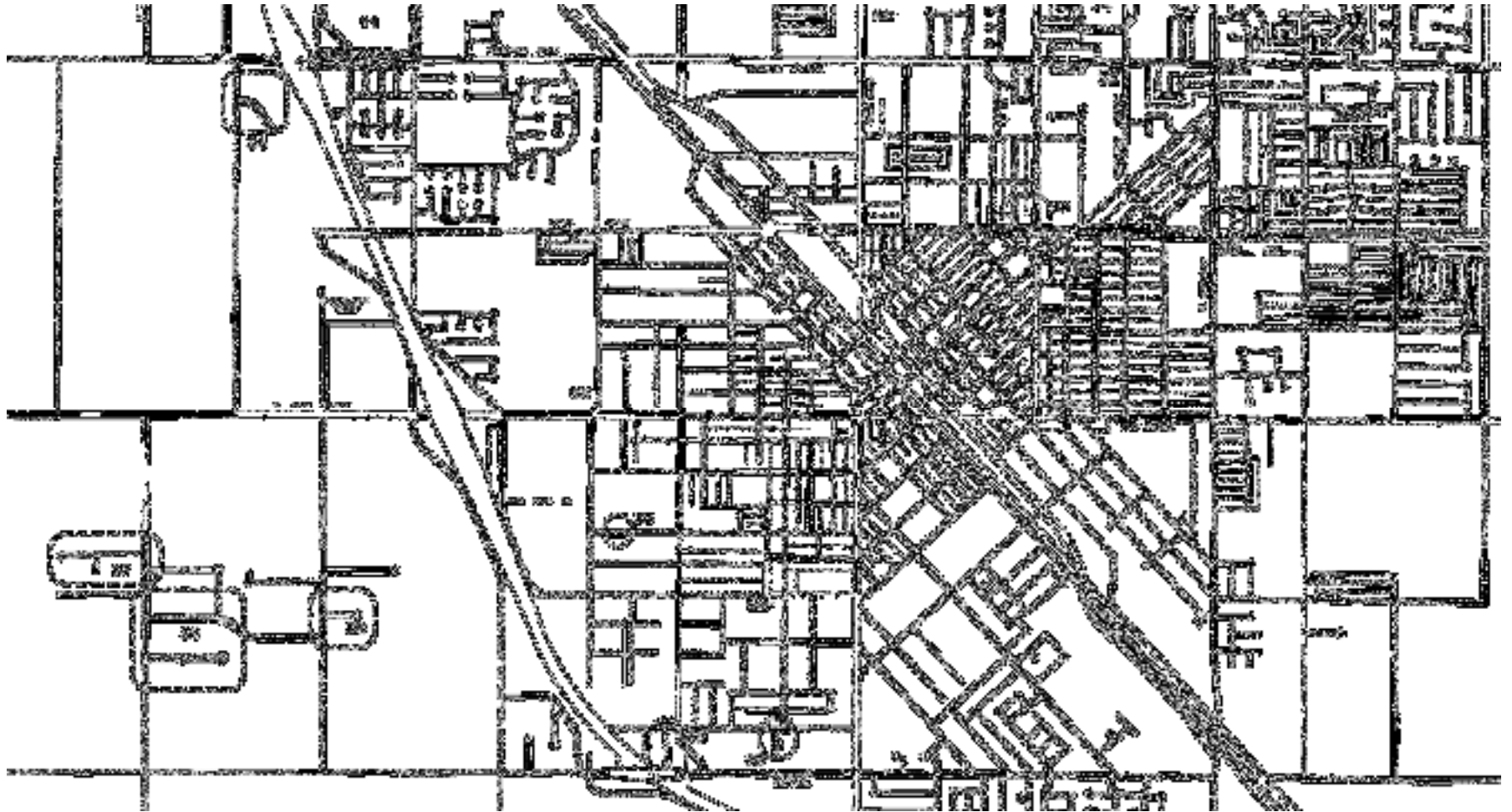
10. ATTACHMENTS:

- A. Draft Resolution – Appropriation
- B. Draft Resolution – Award of bid and approval of agreement with VSS International, Inc.
- C. Slurry Seal Estimated Cost Breakdown by Assessment District
- D. Bidder's Summary
- E. Agreement



PROJECT LOCATION MAP

PAGE 1 OF 2



PROJECT LOCATION MAP

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2023-
\$1,806,000 TO FUND 246 "LANDSCAPE	}	
ASSESSMENT" ACCOUNT NUMBER 246-60-	}	
600.43700 "SLURRY SEALS" FROM FUND	}	
246 UNALLOCATED RESERVES	}	

WHEREAS, City Project No. 21-033 "Slurry Seal 2023" consists of roadway maintenance of various assessment district areas including crack treatment, placement of Type II slurry seal, grinding of asphalt concrete surfaces near pedestrian curb ramp openings, and installing thermoplastic striping, markings, and markers; and

WHEREAS, it has been determined that additional funding for the project is necessary; and

WHEREAS, this funding is available and suitable to be dedicated to this project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$1,806,000 to Fund 246 "Landscape Assessment" account number 246-60-600.43700 "Slurry Seals" from Fund 246 unallocated reserves.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of September, 2023, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AWARDING BID AND APPROVING AN AGREEMENT WITH VSS INTERNATIONAL OF WEST SACRAMENTO, CALIFORNIA IN THE AMOUNT OF \$3,312,000, AND AUTHORIZING A CONTINGENCY AMOUNT OF \$200,000 (6.0%) FOR CONSTRUCTION OF CITY PROJECT NO. 21-033 "SLURRY SEALS 2023" } **RESOLUTION NO. 2023-**

WHEREAS, City Project No. 21-033 "Slurry Seal 2023" consists of roadway maintenance of various assessment district areas including crack treatment, placement of Type II slurry seal, grinding of asphalt concrete surfaces near pedestrian curb ramp openings, and installing thermoplastic striping, markings, and markers; and

WHEREAS, on August 31, 2023, four (4) bids were received for City Project No. 21-033 "Slurry Seal 2023" with VSS International of West Sacramento, California, submitting the lowest responsive and responsible bid in the amount of \$3,312,000; and

WHEREAS, Turlock Municipal Code Section 2-7-09 requires Council to accept the lowest responsive and responsible bid; and

WHEREAS, project costs in Fiscal Year 2023-24, including preliminary engineering, the construction contract amount plus contingency for change orders, City engineering staff time for project management and inspection, and materials testing are estimated to total \$3,627,000; and

WHEREAS, following the adoption of a resolution by City Council to appropriate additional funding to Fund 246 "Landscape Assessment" from unallocated reserves there are available funds in Fund 246 "Landscape Assessment" account number 246-60-600.43700 "Slurry Seals" to complete funding for the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby award bid and approve an Agreement with VSS International of West Sacramento, California in the amount of \$3,312,000, and authorizing a contingency amount of \$200,000 (6.0%) for construction of City Project No. 21-033 "Slurry Seals 2023".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of September, 2023, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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

ESTIMATED VALUES FOR CP No. 21-033			
ASSESSMENT DISTRICT NAME	ESTIMATED AREA (SF)	ESTIMATED AREA (SY)	Estimated Slurry Allocation (district cost)
Apple Lane Estates	31,902	3,544.67	\$ 22,481.57
Arlinda Estates	10,408	1,156.44	\$ 7,334.59
Autumn Brook No. 1	118,370	13,152.22	\$ 83,416.18
Autumn Brook No. 2	31,838	3,537.56	\$ 22,436.46
Blue Diamond	85,984	9,553.78	\$ 60,593.53
Callsta Estates No. 2	12,400	1,377.78	\$ 8,738.37
Campus Vista (Residential)	24,400	2,711.11	\$ 17,194.85
Cottage Park	43,200	4,800.00	\$ 30,443.35
Countryside Estates No. 1	61,640	6,848.89	\$ 43,438.14
Countryside Estates No. 2	93,312	10,368.00	\$ 65,757.63
Countryside Estates No. 3	89,664	9,962.67	\$ 63,186.85
Countryside Estates No. 4	90,681	10,075.67	\$ 63,903.54
Countryside Plaza	189,240	21,026.67	\$ 133,358.77
Del's Lane Townhomes	12,280	1,364.44	\$ 8,653.80
Dewar Estates No. 1	2,184	242.67	\$ 1,539.08
Dewar Estates No. 2	2,448	272.00	\$ 1,725.12
Dianne Business Park	56,322	6,258.00	\$ 39,690.51
Emanuel	8,800	977.78	\$ 6,201.42
Ferreira Ranch No. 1	177,261	19,695.67	\$ 124,917.08
Ferreira Ranch No. 2	180,740	20,082.22	\$ 127,368.76
Ferreira Ranch No. 3	152,375	16,930.56	\$ 107,379.74
Ferreira Ranch No. 4	142,246	15,805.11	\$ 100,241.76
Ferreira Ranch No. 5	55,546	6,171.78	\$ 39,143.66
Festival #1/2/3	24,240	2,693.33	\$ 17,082.10
Gemstone Estates	118,269	13,141.00	\$ 83,345.00
Health & Wellness Center	8,585	953.89	\$ 6,049.91
Heirlooms Estates No. 1	34,347	3,816.33	\$ 24,204.57
Heirlooms Estates No. 2	74,421	8,269.00	\$ 52,445.00
Heirlooms Estates No. 3	38,063	4,229.22	\$ 26,823.27
Heritage Homes (PM 05-12)	93,584	10,398.22	\$ 65,949.31
Hervey Estates	127,190	14,132.22	\$ 89,631.69
J&R Investments Industrial Park	88,860	9,873.33	\$ 62,620.27
Kandola	9,275	1,030.56	\$ 6,536.16
Kevin Berger (PM 07-06)	19,318	2,146.44	\$ 13,613.53
King-Kennedy (PM 97-07)	153,416	17,046.22	\$ 108,113.34
L&M Industrial Park	29,541	3,282.33	\$ 20,817.75
Lauren Estates No. 1	36,028	4,003.11	\$ 25,389.19
Legends #6	91,494	10,166.00	\$ 64,476.47
Legends #7	121,628	13,514.22	\$ 85,712.11
Legends North #1	57,118	6,346.44	\$ 40,251.46
Lewis (PM 05-09)	7,835	870.56	\$ 5,521.38
Liberty Industrial Park	81,555	9,061.67	\$ 57,472.39
Milestone	191,916	21,324.00	\$ 135,244.56
Montana Estates	31,902	3,544.67	\$ 22,481.57
Monte Verde	204,820	22,757.78	\$ 144,338.10
Monte Vista Crossings (Home Depot)	288,647	32,071.89	\$ 203,411.58
Monte Vista Crossings, North	253,841	28,204.56	\$ 178,883.55
NAMP	132,397	14,710.74	\$ 93,300.89
Northern Sunrise #3 (Bike Path)	7,823	869.22	\$ 5,512.92
Northern Sunrise #4 (Bike Path)	9,607	1,067.48	\$ 6,770.33
Baptista Estates #2 (Bike Path)	19,107	2,122.94	\$ 13,464.49
Northlock Industrial Park	120,046	13,338.44	\$ 84,597.27
Ormi	31,508	3,500.89	\$ 22,203.91
Palermo	209,417	23,268.56	\$ 147,577.64
Rhodes Estates	12,947	1,438.56	\$ 9,123.84
Rose Cottages No. 1	63,797	7,088.56	\$ 44,958.20
Rose Cottages No. 2	52,316	5,812.89	\$ 36,867.46
Starkweather/Sondeno (PM 00-03)	66,277	7,364.11	\$ 46,705.87
Sterling Oaks No. 1	45,081	5,009.00	\$ 31,768.90
Sterling Oaks No. 2	59,439	6,604.33	\$ 41,887.08
Summerfield	115,632	12,848.00	\$ 81,486.69
Sutter Gould	48,802	5,422.44	\$ 34,391.11
Taco Bell	21,626	2,402.89	\$ 15,240.00
Traditions #3	72,784	8,087.11	\$ 51,291.40
Turlock Park Villas Commercial & Residential	66,838	7,426.44	\$ 47,101.21
Turlock Village	34,800	3,866.67	\$ 24,523.81
Vermont Villas	4,160	462.22	\$ 2,931.58
Victoria Estates	18,881	2,097.89	\$ 13,305.57
Winter Haven No. 1	90,416	10,046.22	\$ 63,716.79
Winter Haven No. 2	87,574	9,730.44	\$ 61,714.02
TOTAL AREA	5,250,409	583,379	\$ 3,700,000.00

Total Project Cost (including Preliminary Engineering Charges in FY 22/23 & 23/24)	3,700,000
Total Area Being Slurried (SF)	5250408.5
Cost to Slurry per SF	\$ 0.70
Total Area Being Slurried (SY)	583378.7
Cost to Slurry per SY	\$ 6.34

**CITY OF TURLOCK
BIDDER'S SUMMARY**

PROJECT TITLE: Slurry Seals 2023
 PROJECT NUMBER: 21-033
 BID OPENING: August 31, 2023
 10:00 AM

ANTICIPATED COUNCIL AWARD DATE: September 26, 2023

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		1 VSS International, Inc.		2 DRYCO Construction Inc.		3 Pavement Coatings Co.		4 Doolittle Construction LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$80,000.00	\$80,000.00	\$46,963.62	\$46,963.62	\$64,160.00	\$64,160.00	\$75,000.00	\$75,000.00	\$223,480.77	\$223,480.77
2	Remove Existing Improvements	LS	1	\$80,000.00	\$80,000.00	\$317,000.00	\$317,000.00	\$291,500.00	\$291,500.00	\$330,000.00	\$330,000.00	\$300,000.00	\$300,000.00
3	Public Notices	LS	1	\$5,000.00	\$5,000.00	\$35,000.00	\$35,000.00	\$48,000.00	\$48,000.00	\$65,000.00	\$65,000.00	\$293,951.73	\$293,951.73
4	Traffic Control	LS	1	\$80,000.00	\$80,000.00	\$218,700.00	\$218,700.00	\$188,600.00	\$188,600.00	\$124,000.00	\$124,000.00	\$200,000.00	\$200,000.00
5	Slurry Seal (Type II)	SY	591,805	\$1.35	\$798,936.75	\$2.07	\$1,225,036.35	\$2.00	\$1,183,610.00	\$2.28	\$1,349,315.40	\$1.80	\$1,065,249.00
6	Slurry Seal (Type II - PMCQS)	SY	100,593	\$2.00	\$201,186.00	\$2.15	\$216,274.95	\$2.75	\$276,630.75	\$2.50	\$251,482.50	\$2.20	\$221,304.60
7	Street Sweeping	LS	1	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$82,680.00	\$82,680.00	\$75,000.00	\$75,000.00	\$125,000.00	\$125,000.00
8	Temporary Striping and Markings	LS	1	\$35,000.00	\$35,000.00	\$15,120.00	\$15,120.00	\$21,200.00	\$21,200.00	\$25,000.00	\$25,000.00	\$60,000.00	\$60,000.00
9	Blue Fire Hydrant Marker (Type BB)	EA	381	\$25.00	\$9,525.00	\$21.60	\$8,229.60	\$21.20	\$8,077.20	\$21.00	\$8,001.00	\$20.00	\$7,620.00
10	Thermoplastic Pavement Markings - Cross	SF	7,274	\$5.00	\$36,370.00	\$9.72	\$70,703.28	\$9.54	\$69,393.96	\$9.50	\$69,103.00	\$9.00	\$65,466.00
11	Thermoplastic Pavement Markings - Cross	SF	11,748	\$5.00	\$58,740.00	\$9.72	\$114,190.56	\$9.54	\$112,075.92	\$9.50	\$111,606.00	\$9.00	\$105,732.00
12	Thermoplastic Markings (White)	SF	8,043	\$5.00	\$40,215.00	\$9.72	\$78,177.96	\$9.54	\$76,730.22	\$9.50	\$76,408.50	\$9.00	\$72,387.00
13	Thermoplastic Striping (12" White)	LF	3,580	\$5.00	\$17,900.00	\$8.64	\$30,931.20	\$8.48	\$30,358.40	\$8.45	\$30,251.00	\$8.00	\$28,640.00
14	Grinding at Ramps	EA	434	\$150.00	\$65,100.00	\$246.36	\$106,920.24	\$848.00	\$368,032.00	\$250.00	\$108,500.00	\$75.00	\$32,550.00
15	Crack Sealing	SY	692,398	\$0.12	\$83,087.76	\$0.50	\$346,199.00	\$0.48	\$332,351.04	\$0.50	\$346,199.00	\$0.55	\$380,818.90
16	Detail 9	LF	28,805	\$1.00	\$28,805.00	\$1.62	\$46,664.10	\$1.59	\$45,799.95	\$1.60	\$46,088.00	\$1.50	\$43,207.50
17	Detail 12	LF	3,024	\$1.00	\$3,024.00	\$1.62	\$4,898.88	\$1.59	\$4,808.16	\$1.60	\$4,838.40	\$1.50	\$4,536.00
18	Detail 22	LF	34,977	\$1.00	\$34,977.00	\$4.32	\$151,100.64	\$4.24	\$148,302.48	\$4.20	\$146,903.40	\$4.00	\$139,908.00
19	Detail 26	LF	43,350	\$2.50	\$108,375.00	\$1.08	\$46,818.00	\$1.06	\$45,951.00	\$1.05	\$45,517.50	\$1.00	\$43,350.00
20	Detail 27B	LF	1,867	\$1.50	\$2,800.50	\$2.16	\$4,032.72	\$2.12	\$3,958.04	\$2.10	\$3,920.70	\$2.00	\$3,734.00
21	Detail 30	LF	479	\$1.00	\$479.00	\$7.56	\$3,621.24	\$7.42	\$3,554.18	\$7.40	\$3,544.60	\$7.00	\$3,353.00
22	Detail 32	LF	4,811	\$1.00	\$4,811.00	\$3.24	\$15,587.64	\$3.18	\$15,298.98	\$3.15	\$15,154.65	\$3.00	\$14,433.00

23	Detail 37B	LF	1,165	\$2.20	\$2,563.00	\$3.24	\$3,774.60	\$3.18	\$3,704.70	\$3.15	\$3,669.75	\$3.00	\$3,495.00
24	Detail 38	LF	11,183	\$1.20	\$13,419.60	\$2.70	\$30,194.10	\$2.65	\$29,634.95	\$2.65	\$29,634.95	\$2.50	\$27,957.50
25	Detail 38A	LF	1,400	\$2.50	\$3,500.00	\$2.43	\$3,402.00	\$2.39	\$3,346.00	\$2.35	\$3,290.00	\$2.25	\$3,150.00
26	Detail 39	LF	28,835	\$1.00	\$28,835.00	\$2.16	\$62,283.60	\$2.12	\$61,130.20	\$2.10	\$60,553.50	\$2.00	\$57,670.00
27	Detail 39A	LF	4,838	\$1.00	\$4,838.00	\$2.16	\$10,450.08	\$2.12	\$10,256.56	\$2.10	\$10,159.80	\$2.00	\$9,676.00
28	Detail 40	LF	480	\$2.00	\$960.00	\$2.70	\$1,296.00	\$2.65	\$1,272.00	\$2.65	\$1,272.00	\$2.50	\$1,200.00
29	Green MMA Paint	SF	1259	\$16.50	\$20,773.50	\$12.96	\$16,316.64	\$12.72	\$16,014.48	\$12.65	\$15,926.35	\$12.00	\$15,108.00
30	Roadside Sign R1-1 (Stop Sign)	EA	1	1000	\$1,000.00	\$513.00	\$513.00	\$503.50	\$503.50	\$500.00	\$500.00	\$475.00	\$475.00
31	All other work not included in other bid items	LS	1	5000	\$5,000.00	\$21,600.00	\$21,600.00	\$10,600.00	\$10,600.00	\$60,000.00	\$60,000.00	\$100.00	\$100.00
TOTAL					\$1,915,221.11		\$3,312,000.00		\$3,557,534.67		\$3,495,840.00		\$3,553,553.00

SUBCONTRACTORS
City Project No. «Project_Number»
Slurry Seals 2023

Prime Contractor: VSS International, Inc. DIR NUMBER: 1000001231

Pursuant to California Public Contract Code §4100, the Bidder shall list each subcontractor who will perform Work or Labor or who will render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor duly licensed who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Contract Documents, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's Total Bid or, in the case of Bids or offers for the construction of streets or highways, including bridges, in excess of 1/2 of 1 percent of the prime Contractor's total Bid or \$10,000 whichever is greater. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM
Chrisp Company	Lic#374600	DIR#1000000306	- 1001 Stokes Ave., Stockton, CA 95215	Striping/ Items:8-13,16-30 Partial:1,2,4/ % of total bid 30.86%
Graham Contractors Inc.	Lic# 315789,	DIR# 1000898576	- PO BOX 26770, San Jose, CA 95159	Crack Seal/Items: 15 / % of total bid9.41 %

SUBCONTRACTORS
 City Project No. «Project_Number»
 Slurry Seals 2023

Prime Contractor: DRYCO Construction, Inc. DIR NUMBER: 1000003241

Pursuant to California Public Contract Code §4100, the Bidder shall list each subcontractor who will perform Work or Labor or who will render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor duly licensed who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Contract Documents, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's Total Bid or, in the case of Bids or offers for the construction of streets or highways, including bridges, in excess of 1/2 of 1 percent of the prime Contractor's total Bid or \$10,000 whichever is greater. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM
GRAHAM CONTRACTORS INC.	315789	1000898576	P.O. 26770 SAN JOSE, CA. 95159	#15 CRACK SEAL 8.8%
CHRISP COMPANY	374600	1000000306	1001 STOKES AVE STOCKTON, CA 95215	# 1, 2, 4, 9-13, 16-30 28.7%

SUBCONTRACTORS
City Project No. «Project_Number»
Slurry Seals 2023

Prime Contractor: Pavement Coatings Co. DIR NUMBER: 1000003382

Pursuant to California Public Contract Code §4100, the Bidder shall list each subcontractor who will perform Work or Labor or who will render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor duly licensed who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Contract Documents, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's Total Bid or, in the case of Bids or offers for the construction of streets or highways, including bridges, in excess of 1/2 of 1 percent of the prime Contractor's total Bid or \$10,000 whichever is greater. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM
CHRISP Company	374600	100000306	1001 Stolces Ave Stockton, CA. 95215	Mobilization (Partial) 48% Remove Existing Improvements (Partial) 83.3% Traffic Control (Partial) 48.4% Striping, Markers and Markings 100% Roadside Sign 100%

SUBCONTRACTORS
 City Project No. «Project_Number»
 Slurry Seals 2023

Prime Contractor: Doolittle Construction, LLC DBA Doolittle Road Construction DIR NUMBER: 1000660256

Pursuant to California Public Contract Code §4100, the Bidder shall list each subcontractor who will perform Work or Labor or who will render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor duly licensed who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Contract Documents, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's Total Bid or, in the case of Bids or offers for the construction of streets or highways, including bridges, in excess of 1/2 of 1 percent of the prime Contractor's total Bid or \$10,000 whichever is greater. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM	
Tesoro Contractors	1091855	1006995757	9606 Kauffman ave South Gate, CA 90280	15	100%
Chrisp Company	374600	100000306	1001 Steves Ave Stearns CA 95215	1 2	16% 96%
				4	30%
				9-13	100%
				16-30	100%



AGREEMENT

FOR PUBLIC IMPROVEMENT

City Project No. 21-033 Slurry Seals 2023

THIS PUBLIC IMPROVEMENT AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and VSS International, a California Corporation (“Contractor”), on this 26th day of September 2023 (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 Slurry Seals 2023 (the “Project”).
- B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.
- C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”).
- D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.
- E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on September 26, 2023, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

AGREEMENT

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

- i. Notice to Bidders;
- ii. Contractor’s Bid or Proposal accepted by City;
- iii. General Conditions, Supplementary Conditions, and Special Provisions of the City of Turlock for City Project 21-033 Slurry Seals 2023;
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required by the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

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

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

3. Scope of Work.

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

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

authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section ; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "**General Conditions and Special Provisions for City Project 21-033 Slurry Seals 2023.**" 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 **Three Million Three Hundred and Twelve Thousand Dollars (\$3,312,000.00)** (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

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

5. Time for Performance. The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Sixty (60)** 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** and no/100ths Dollars (**\$2,000.00**) for each calendar day beyond the Completion Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Completion Date. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Completion Date shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date.

6. Termination.

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

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

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

or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

8. Compensation: City shall make payments to Contractor in accordance with the provisions of Section 9 of the General Conditions 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.* Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. The policy shall be provided for replacement value on an "all-risk" basis. City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. The policy must include: (1) coverage for removal of debris and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

(e) *Contractors Pollution Insurance.* Pollution Coverage shall be provided on a Contractors Pollution Liability form, or other form acceptable to City, providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than One Million Dollars (\$1,000,000.00) per claim. All activities contemplated in the Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

(f) *Professional Liability Insurance.* When applicable, Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with the Contract, in the minimum amount of One Million Dollars (\$1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by the Contract.

(g) *Umbrella or Excess Policy.* 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.

(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: **VSS International, Inc.**
3785 Channel Drive,
West Sacramento, CA 95691

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) 668-5520
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.

[Signatures on Following Page]

IN WITNESS WHEREOF, two identical counterparts of this agreement, consisting of a total of 37 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.

CONTRACTOR

CITY OF TURLOCK, a municipal corporation

By: _____

By: _____

Reagan M. Wilson, City Manager

Print Name

Date: _____

Address: _____

APPROVED AS TO SUFFICIENCY:

By: _____

William D. Morris, RCE, PLS, City Engineer

Phone: _____

By: _____

Erik Schulze, Public Works Director

Date: _____

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

DIR Registration Number:

ATTEST:

By: _____

Julie Christel, City Clerk

Attach Contractor's Seal Here

EXHIBIT A
CONTRACTOR'S PROPOSAL FOR SERVICES
PROPOSAL

Project No. 21-033

Slurry Seals 2023

City of Turlock, California

DATED: August 11, 2023

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

NAME OF BIDDER: VSS International, Inc.

BUSINESS ADDRESS: 3785 Channel Drive, West Sacramento, CA 95691

PLACE OF RESIDENCE: 3785 Channel Drive, West Sacramento, CA 95691

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

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

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

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

PROPOSAL SUBMITTAL CHECKLIST

The bidder shall provide a complete proposal in a sealed envelope before
10:00 AM on Thursday, August 31, 2023

at the address shown on the cover sheet of these specifications. FAILURE TO PROVIDE ALL THE REQUIRED DOCUMENTS LISTED IN THE TABLE BELOW MAY CAUSE THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE.

Complete Proposal

Page No.

<input checked="" type="checkbox"/> PROPOSAL AND BIDDING FORM.....	5-9
<input checked="" type="checkbox"/> AFFIDAVIT	10
<input checked="" type="checkbox"/> INFORMATION REQUIRED OF BIDDER	11-12
<input checked="" type="checkbox"/> BIDDER'S BOND	13-14
<input checked="" type="checkbox"/> LIST OF SUBCONTRACTORS.....	15

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

Addendum No.1

PROJECT TITLE: Slurry Seals 2023

PROJECT NUMBER: 21-033

OPENING DATE: August 31, 2023


OPENING TIME: 10:00 AM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization	LS	1	\$46,963.620	\$46,963.62
2	Remove Existing Improvements	LS	1	\$317,000.000	\$317,000.00
3	Public Notices	LS	1	\$35,000.000	\$35,000.00
4	Traffic Control	LS	1	\$218,700.000	\$218,700.00
5	Slurry Seal (Type II)	SY	591,805	\$2.070	\$1,225,036.35
6	Slurry Seal (Type II - PMCOS)	SY	100,593	\$2.150	\$216,274.95
7	Street Sweeping	LS	1	\$60,000.000	\$60,000.00
8	Temporary Striping and Markings	LS	1	\$15,120.000	\$15,120.00
9	Blue Fire Hydrant Marker (Type BB)	EA	381	\$21.600	\$8,229.60
10	Thermoplastic Pavement Markings - Crosswalks (Yellow)	SF	7,274	\$9.720	\$70,703.28
11	Thermoplastic Pavement Markings - Crosswalks (White)	SF	11,748	\$9.720	\$114,190.56
12	Thermoplastic Markings (White)	SF	8,043	\$9.720	\$78,177.96
13	Thermoplastic Striping (12" White)	LF	3,580	\$8.640	\$30,931.20
14	Grinding at Ramps	EA	434	\$246.360	\$106,920.24
15	Crack Sealing	SY	692,398	\$0.500	\$346,199.00
16	Detail 9	LF	28,805	\$1.620	\$46,664.10
17	Detail 12	LF	3,024	\$1.620	\$4,898.88
18	Detail 22	LF	34,977	\$4.320	\$151,100.64
19	Detail 26	LF	43,350	\$1.080	\$46,818.00
20	Detail 27B	LF	1,867	\$2.160	\$4,032.72
21	Detail 30	LF	479	\$7.560	\$3,621.24
22	Detail 32	LF	4,811	\$3.240	\$15,587.64
23	Detail 37B	LF	1,165	\$3.240	\$3,774.60
24	Detail 38	LF	11,183	\$2.700	\$30,194.10
25	Detail 38A	LF	1,400	\$2.430	\$3,402.00

26	Detail 39	LF	28,835	\$2.160	\$62,283.60
27	Detail 39A	LF	4,838	\$2.160	\$10,450.08
28	Detail 40	LF	480	\$2.700	\$1,296.00
29	Green MMA Paint	SF	1,259	\$12.960	\$16,316.64
30	Roadside Sign R1-1 (Stop Sign)	EA	1	\$513.000	\$513.00
31	All other work not included in other bid items	LS	1	\$21,600.000	\$21,600.00
Subtotal					\$3,312,000.00

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>1</u>	Date <u>08/24/23</u>	Signed <u></u> Jeff Roberts, Sr. Vice President
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____

TOTAL BID WRITTEN IN FIGURES: \$ 3, 3 1 2, 0 0 0. 0 0

TOTAL BID WRITTEN IN WORDS: three million three hundred twelve thousand dollars and zero cents

CONTRACTOR: VSS International, Inc.

COMPANY'S NAME: VSS International, Inc.

BY: Jeff Roberts, Sr. Vice President

ADDRESS: 3785 Channel Drive

(Number)

(Street)

West Sacramento, CA 95691

(City)

(State)

(ZIP)

CONTRACTOR'S PHONE #: (916) 373 -1500

CONTRACTOR'S EMAIL: vssi_contracts@slurry.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.

VSS International, Inc., Contractor's License # 293727, Class A,B,C12
(Company's Name)

Expires 03/31/2025, DIR #: 1000001231

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  08/11/2023
(Bidder's Signature) Jeff Roberts, Sr. Vice President (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. 293727 Expiration Date 03/31/2023

DATED: August 11, 2023

Address: 3785 Channel Drive, West Sacramento, CA 95691

Phone: (916) 373 - 1500

X 
Signature of Bidder
Jeff Roberts, Sr, Vice President

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.

VSS International, Inc. - Corporation in state of California
Jeffrey Reed, President
Jeff Roberts, Senior Vice President
Jordan Reed, Secretary
Jordan Reed, Treasurer

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.

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

Signed: _____

Date: _____

(Typed or Printed Name)

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

Business Phone: () _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to _____, hereinafter designated as the “Principal,” a contract for **City Project 21-033 Slurry Seals 2023**”; and,

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

NOW, THEREFORE, we the Principal, and _____ as Surety, are held and firmly bound unto the City of Turlock in the penal sum of _____ (\$_____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

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

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

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal)

Witness _____

Approved as to form:

Risk Manager

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to _____, hereinafter designated as the “Principal”, a contract for **City Project 21-033 Slurry Seals 2023**”; and

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

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Turlock in the sum of _____ (\$_____), said sum being equal to the estimated amount payable by said City of Turlock under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

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

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

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seals of each

corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) **Principal** _____
By _____
Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** _____
Address _____
Phone No.: () _____ Fax No.: () _____

By _____
Attorneys-in-Fact
Title _____

(Attach Notarial Acknowledgment)

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

(Seal) **Witness** _____

Approved as to form:

Risk Manager

City Council Staff Report

September 26, 2023



From: Jason Hedden, Chief of Police

Prepared by: Amanda Fortado, Police Support Operations Manager

Agendized by: Reagan Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting an allocation of funds to administer the Selective Traffic Enforcement Program Grant through the California Office of Traffic Safety in an amount not to exceed \$110,000, and appropriating said funds into account number 266-20-255-352.35720 "OTS Step Grant" and accounts 266-20-255-352.41100_013 "Overtime OTS Step Grant" with associated benefit accounts for overtime in the amount of \$66,152, 266-20-255-352.47095_017 "Training Step Grant #PT24207" in the amount of \$4,069, 266-20-255-352.44001_043 "Supplies STEP Grant #PT24207" in the amount of \$9,779 and 266-20-255-352.51109_004 "Equipment STEP Grant #PT24207" in the amount of \$30,000, in Fund 266 "Police Grants" Program 352 "OTS Step Grant"

2. SYNOPSIS:

Accepting an allocation of funds to administer the Selective Traffic Enforcement Program Grant, PT24207 through the Office of Traffic Safety in the amount of \$110,000.

3. DISCUSSION OF ISSUE:

The Turlock Police Department has been awarded a grant under the Selective Traffic Enforcement Program (STEP). The grant was approved in the amount not to exceed \$110,000. The grant period began October 1, 2023 and ends September 30, 2024.

As specified in the grant application, the enforcement and education programs will specifically target the reduction of persons killed or injured in alcohol and/or primary collision factor related collisions. This will be accomplished through impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, street racing and sideshow enforcement

operations, and special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs. These details will be conducted with funds obtained through this grant. Included in this grant is the opportunity for the Turlock Police Department to purchase a DUI Trailer which allows staff to transport DUI checkpoint supplies and to serve as a communication and command post during checkpoint and other operations.

4. BASIS FOR RECOMMENDATION:

- A. Staff sought funding under the OTS/STEP to reduce the number of people injured and killed as a result of alcohol and/or primary collision factor related collisions.
- B. The grant will provide for overtime costs, including benefits, for officers assigned to assist in the operations, as well as training and equipment.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The costs incurred in carrying out the grant objectives (overtime pay and associated benefits, training, equipment and supplies) are reimbursable under the grant. The receipt of this grant was not anticipated when the 2023-2024 fiscal year budget was prepared. Therefore, at this time, staff is also requesting the approval to appropriate the grant funds to the following revenue and expenditure accounts in Fund 266 "Police Grants" Program 352 "OTS Step Grant."

266-20-255-352.35720 – OTS Step Grant Revenue =	\$110,000
266-20-255-352.41100_013 – Overtime =	\$66,152
266-20-255-352.47095_017 – Training =	\$4,069
266-20-255-352.51109_004 – Equipment =	\$30,000
266-20-255-352.44001_043 – Supplies =	\$9,779

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council could decline this grant, however, staff does not recommend this, as the grant will cover the cost of overtime, including benefits, as well as training and equipment, with no cost to the City.

9. ATTACHMENTS:

A. Attachment A: Draft Resolution 2023-

B. Attachment B: Unsigned Grant Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING AN	}	RESOLUTION NO. 2023-
ALLOCATION OF FUNDS TO	}	
ADMINISTER THE SELECTIVE TRAFFIC	}	
ENFORCEMENT PROGRAM GRANT THROUGH	}	
THE CALIFORNIA OFFICE OF TRAFFIC SAFETY	}	
IN AN AMOUNT NOT TO EXCEED \$110,000,	}	
AND APPROPRIATING SAID FUNDS INTO	}	
ACCOUNT NUMBER 266-20-255-352.35720 "OTS	}	
STEP GRANT" AND ACCOUNTS	}	
266-20-255-352.41100_013 "OVERTIME OTS	}	
STEP GRANT" WITH ASSOCIATED BENEFIT	}	
ACCOUNTS FOR OVERTIME IN THE AMOUNT	}	
OF \$66,152, 266-20-255-352.47095_017	}	
"TRAINING STEP GRANT #PT24207" IN THE	}	
AMOUNT OF \$4,069, 266-20-255-352.44001_043	}	
"SUPPLIES STEP GRANT #PT24207" IN THE	}	
AMOUNT OF \$9,779 AND	}	
266-20-255-352.51109_004 "EQUIPMENT STEP	}	
GRANT #PT24207" IN THE AMOUNT OF \$30,000,	}	
IN FUND 266 "POLICE GRANTS" PROGRAM	}	
352 "OTS STEP GRANT"	}	

WHEREAS, the Turlock Police Department has been awarded a grant from the California Office of Traffic Safety under the Selective Traffic Enforcement Program (STEP); and

WHEREAS, the grant period begins October 1, 2023, and ends on September 30, 2024 in an approved amount of \$110,000; and

WHEREAS, the Police Department and City Engineering continue to make strides to improve safety through design, a component of safety is enforcement of those safety regulations; and

WHEREAS, as specified in the grant application, the enforcement and education programs will specifically target the reduction of persons killed or injured in alcohol, and/or primary collision factor related collisions; and

WHEREAS, this will be accomplished through impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, street racing and sideshow enforcement operations, and special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs; and

WHEREAS, these details will be conducted with funds obtained through this grant; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept an allocation of funds to administer the Selective Traffic Enforcement Program Grant through the California Office of Traffic Safety in an amount not to exceed \$110,000, and appropriating said funds into account number 266-20-255-352.35720 "OTS Step Grant" and accounts 266-20-255-352.41100_013 "Overtime OTS Step Grant" with associated benefit accounts for overtime in the amount of \$66,152, 266-20-255-352.47095_017 "Training Step Grant #PT24207" in the amount of \$4,069, 266-20-255-352.44001_043 "Supplies STEP Grant #PT24207" in the amount of \$9,779 and 266-20-255-352.51109_004 "Equipment STEP Grant #PT24207" in the amount of \$30,000, in Fund 266 "Police Grants" Program 352 "OTS Step Grant."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of September, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

State of California – Office of Traffic Safety
GRANT AGREEMENT

GRANT NUMBER
 PT24207

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Turlock	3. Grant Period From: 10/01/2023 To: 09/30/2024
4. AGENCY UNIT TO ADMINISTER GRANT Turlock Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$110,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Miquel Pacheco TITLE: Police Captain EMAIL: mpacheco@turlock.ca.us PHONE: (209) 664-7372 ADDRESS: 244 N. Broadway Turlock, CA 95380 _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL NAME: Jason Hedden TITLE: Police Chief EMAIL: jhedden@turlock.ca.us PHONE: (209) 664-5550 x6601 ADDRESS: 244 N. Broadway Turlock, CA 95380 _____ (Signature) (Date)
C. FISCAL OFFICIAL NAME: Nadine Silva TITLE: Senior Accountant EMAIL: nsilva@turlock.ca.us PHONE: (209) 668-6070 ADDRESS: 244 N. Broadway Turlock, CA 95380 _____ (Signature) (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 _____ (Signature) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM#: JDYXAB12QLG1 REGISTERED ADDRESS: 156 S. Broadway CITY: Turlock ZIP+4: 95380-5456
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		\$110,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$110,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$110,000.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

1. PROBLEM STATEMENT

Problem Statement

Over the past several years, the Turlock Police Department has conducted numerous OTS operations in attempts to reduce vehicle crashes. In 2022 there were 330 injury crashes with 470 victims, which is a decrease from 374 injury crashes with 558 victims in 2021. In 2021 we had twenty-six pedestrians injured and in 2022 the number decreased to twenty-four pedestrians injured during traffic crashes. In 2021 there were nine people killed in traffic crashes. There was a decrease in fatal traffic crash victims in 2022, for a total of seven people killed in traffic crashes. Of those seven victims killed in 2022, five were pedestrians and one was a bicyclist. It is important to note the increase in pedestrian fatalities. For example the number of pedestrians killed in traffic crashes in 2022 increased with five pedestrians compared to three in 2021. With traffic on the roadways continuing to increase and the continuing issues with vehicle vs pedestrian and fatal crashes, Turlock Police Department must dedicate necessary time in prevention of crashes.

In the ongoing effort to reduce injury crashes, as well as the continued work to decrease fatal and vehicle vs pedestrian crashes, Turlock Police Department, together with the partnership of OTS can continue to work toward these endeavors. The assistance of OTS allows the Department to conduct directed enforcement details that focus on the issues such as primary crash factors and driver, passenger, pedestrian safety.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	4
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	4
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	6
7. Conduct DUI Saturation Patrol operation(s).	12
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	12
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	5
10. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	3
11. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	5
12. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
13. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1
14. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	1
3. METHOD OF PROCEDURE A. Phase 1 – Program Preparation (1st Quarter of Grant Year) <ul style="list-style-type: none"> • The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section. • All training needed to implement the program should be conducted in the first quarter. • All grant related purchases needed to implement the program should be made in the first quarter. 	

- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints,

etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.

- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)

2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$80,000.00
402PT-24	20.600	State and Community Highway Safety	\$30,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-24	\$4,600.00	6	\$27,600.00
DUI Saturation Patrols	164AL-24	\$1,200.00	12	\$14,400.00
Benefits- 164OT @7.669%	164AL-24	\$42,000.00		\$3,221.00
Traffic Enforcement	402PT-24	\$760.00	12	\$9,120.00
Distracted Driving	402PT-24	\$760.00	5	\$3,800.00
Pedestrian and Bicycle Enforcement	402PT-24	\$760.00	5	\$3,800.00
Motorcycle Safety	402PT-24	\$400.00	3	\$1,200.00
Street Racing and Sideshow Enforcement Operations	402PT-24	\$760.00	1	\$760.00
Traffic Safety Education	402PT-24	\$380.00	2	\$760.00
Benefits- 402OT @7.669%	402PT-24	\$19,440.00	1	\$1,491.00
Category Sub-Total				\$66,152.00
B. TRAVEL EXPENSES				
In State Travel	402PT-24	\$4,069.00	1	\$4,069.00
				\$0.00
Category Sub-Total				\$4,069.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
DUI Trailer	164AL-24	\$30,000.00	1	\$30,000.00
Category Sub-Total				\$30,000.00
E. OTHER DIRECT COSTS				
Radar Units	402PT-24	\$2,500.00	2	\$5,000.00
DUI Checkpoint Supplies	164AL-24	\$4,779.00	1	\$4,779.00
Category Sub-Total				\$9,779.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$110,000.00

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits- 164OT @7.669% - Workers Comp = 2.238% Liability = 3.981% Medicare = 1.45% TOTAL: 7.669%
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
Benefits- 402OT @7.669% - Workers Comp = 2.238% Liability = 3.981% Medicare = 1.45% TOTAL: 7.669%
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the California Traffic Safety Summit and the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds
CONTRACTUAL SERVICES
-
EQUIPMENT
DUI Trailer - Fully equipped trailer to transport DUI checkpoint supplies and to serve as a communication and command post during OTS operations. Costs may include the trailer, sales tax, delivery, installation costs, and other modifications and accessories or other items necessary to make the trailer usable for grant purposes, such as a generator, lighting, paint and graphics. The trailer cannot include any furniture or fixtures not affixed to the trailer.
OTHER DIRECT COSTS
Radar Units - To measure the speed of motor vehicles. This device will be used for speed enforcement.
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).
INDIRECT COSTS
-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- Executive Order 13988, *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (c) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST (applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

City Council Staff Report

September 26, 2023



From: Erik Schulze, Public Works Director

Prepared by: Stephen Fremming, P.E., Principal Civil Engineer

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving grant deeds to transfer property identified as Caltrans Parcels numbered 16662-1, 16663-1, 16664-1, and 16665-1 from the City of Turlock to the State of California for City Project No. 0828 "SR-99/Fulkerth Road Interchange"

2. SYNOPSIS:

These actions will approve grant deeds from the City of Turlock to the State of California due to construction of the SR-99/Fulkerth Road interchange improvements project

3. DISCUSSION OF ISSUE:

On May 25, 2021, Council approved the filing of the Notice of Completion of City Project No. 0828 "SR-99/Fulkerth Road Interchange." Before construction of the project began, the City acquired a number of parcels in order to construct the project per the approved design configuration that met the City's needs and the State's standards. The property purchased for the project is currently in the City's name. Maintenance activities have already been transferred to Caltrans for all of the interchange improvements. With project construction complete, it is now necessary to transfer property rights to the State of California.

The properties requested for approval to be transferred to the State of California are described in the table that follows.

Caltrans Parcel No.	Current APN	Area to be transferred [sq. ft.]	Full parcel area (per GIS) [sq. ft.]
16662-1	N/A Public RW adjacent to 089-019-023	10,350	N/A (public right of way)
16663-1	N/A Public RW adjacent to 089-019-021	10,838	N/A (public right of way)
16664-1	088-010-019	109,102	146,797
16665-1	N/A Public RW adjacent to 088-010-048	950	N/A (public right of way)

Caltrans staff has reviewed and approved the plat maps, legal descriptions, and grant deed language associated with each of the parcels above.

The City is currently working with Caltrans to obtain approval of plat maps, legal descriptions, and grant deeds for two additional properties to be transferred from the City to the State. These properties are described below.

Caltrans Parcel No.	Current APN	Area to be transferred [sq. ft.]	Full parcel area (per GIS) [sq. ft.]
16660-1	089-021-006 089-019-019	178,958	232,777
16661-1	089-019-028	78,087	78,087

Staff will bring forth a separate resolution for Council approval at a later time when Caltrans has approved the documents associated with the parcels listed above.

4. BASIS FOR RECOMMENDATION:

- A. Transfer of property rights to and from the City require City Council approval.
- B. The City is obligated to transfer property rights for the area of the interchange that has been improved and is being maintained by Caltrans per the project-

specific cooperative agreement no. 10-345 executed with the State for development of the project.

5. FISCAL IMPACT / BUDGET AMENDMENT:

There is no direct cost or credit associated with transferring property rights to the State of California.

Final right of way surveying tasks, including a Record of Survey prepared by a licensed land surveyor, creation of a final Right of Way map, and other closeout activities such as project management and document preparation will result in professional design soft costs estimated to total no more than \$100,000 in Fiscal Year 2023-24. Funds for these final costs are available in the Fiscal Year 2023-2024 budget under the project account number, "305-40-440.51270 - Construction Project."

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Council could deny granting the property transfers to the State of California. This action is not recommended as City is obligated to transfer property rights for the area of the interchange that has been improved and is being maintained by Caltrans per the project-specific cooperative agreement no. 10-345 executed with the State for development of the project.

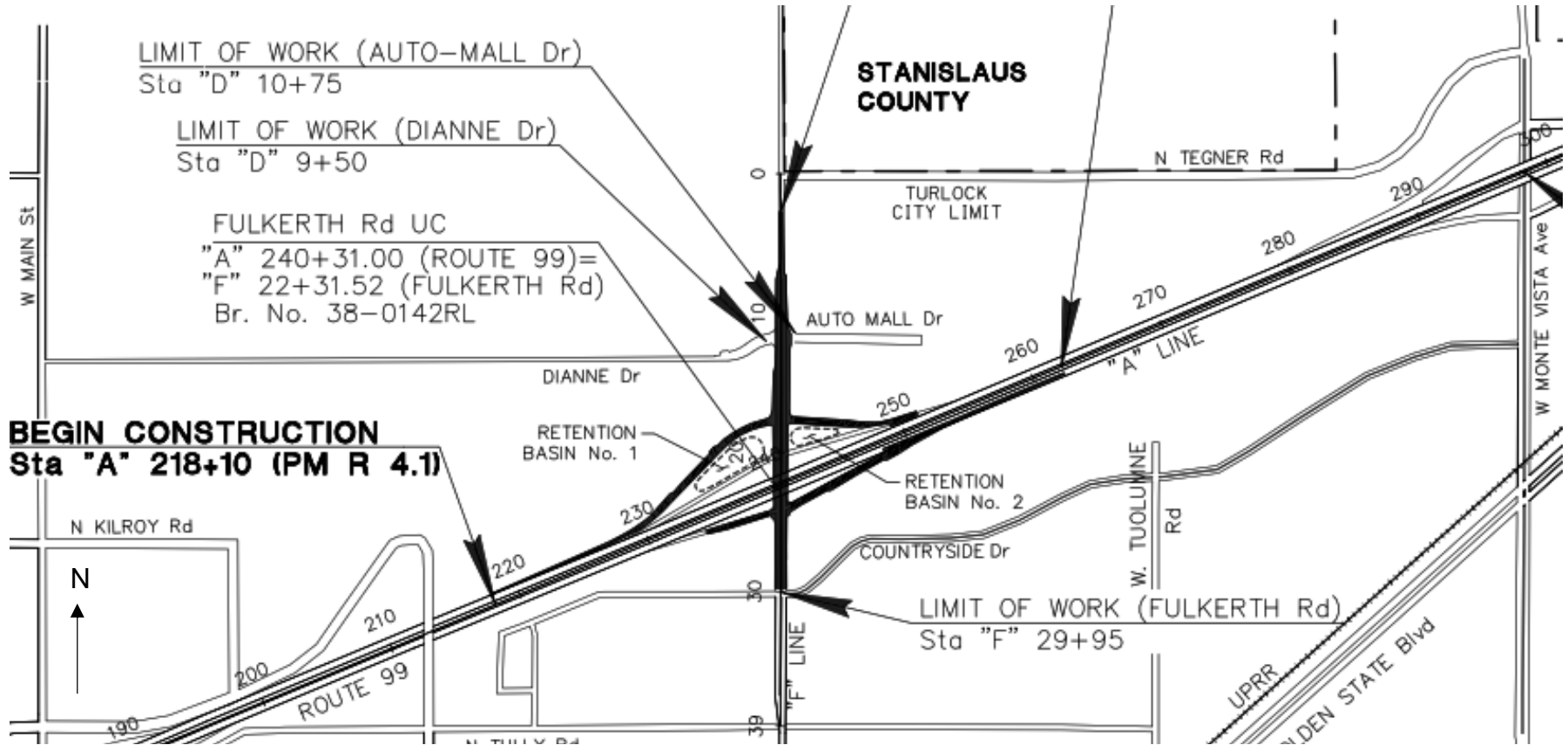
10. ATTACHMENTS:

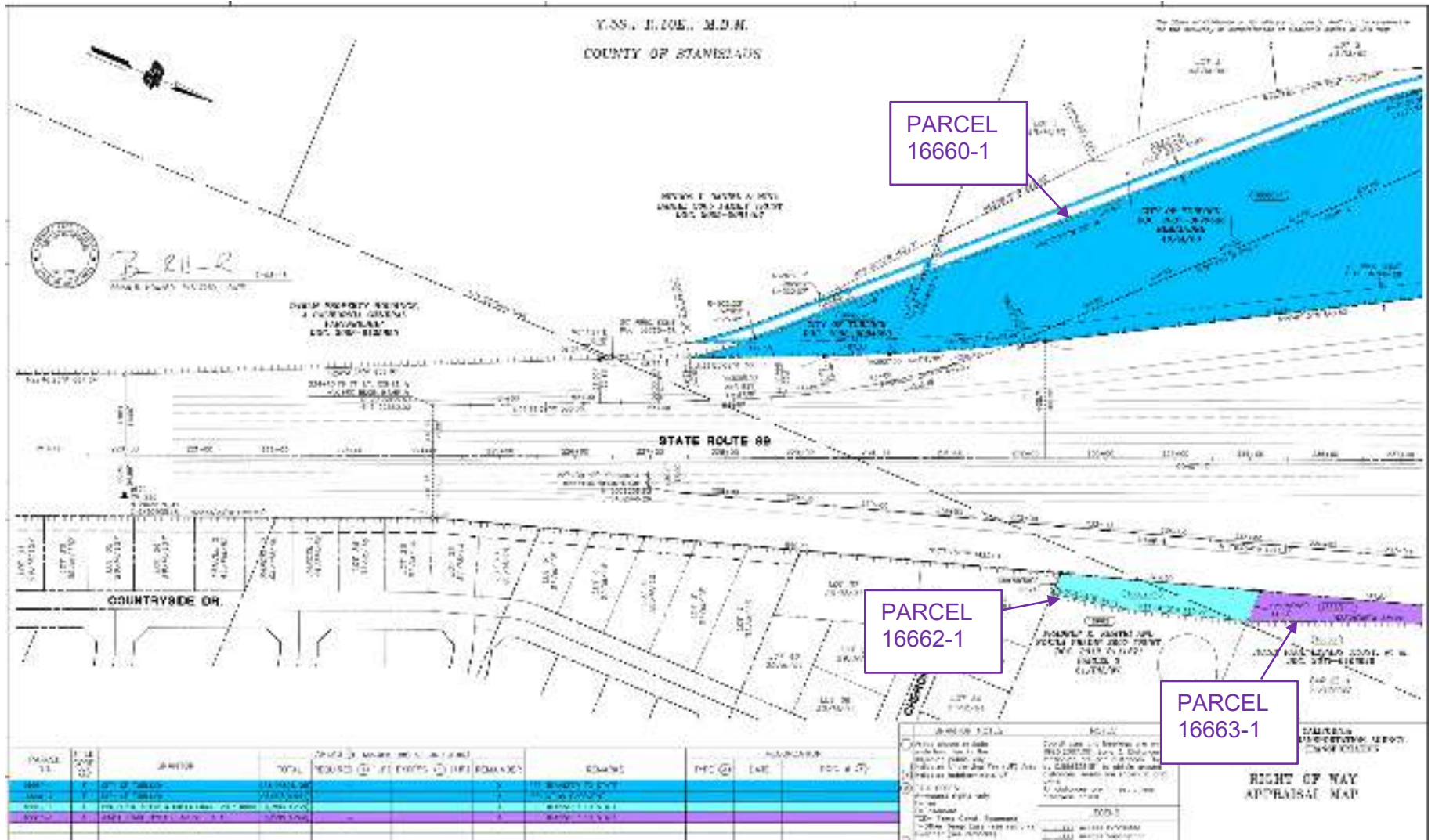
A. Draft Resolution

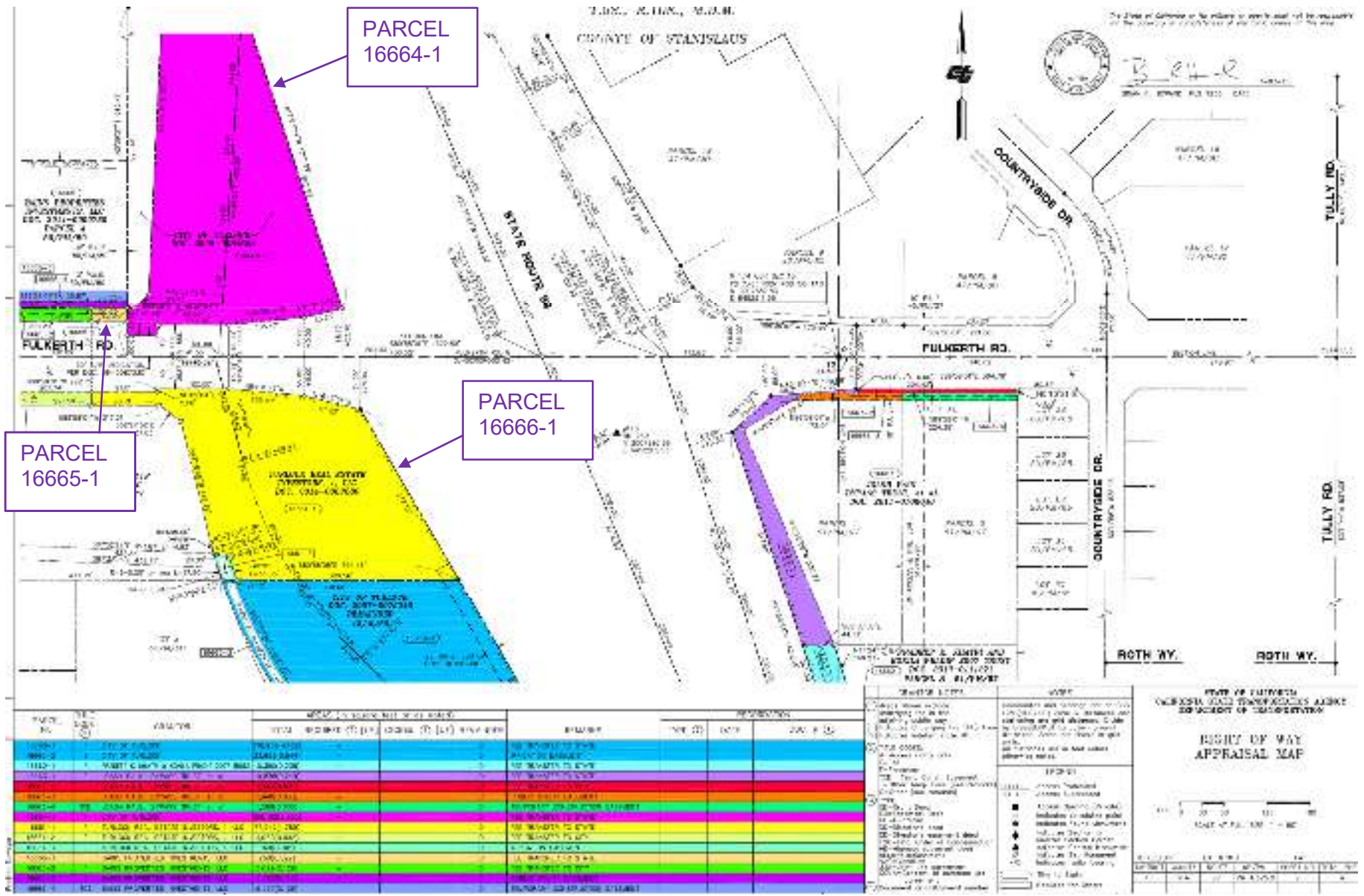
B. Grant Deeds, Legal Descriptions, and Plat Maps for Caltrans Parcel No., 16662-1, 16663-1, 16664-1, and 16665-1

C. Caltrans Cooperative Agreement No. 10-345

Project Location
Freeway 99 and Fulkerth Road Interchange









BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING GRANT	}	RESOLUTION NO. 2023-
DEEDS TO TRANSFER PROPERTY	}	
IDENTIFIED AS CALTRANS PARCELS	}	
NUMBERED, 16662-1, 16663-1, 16664-1, AND	}	
16665-1 FROM THE CITY OF TURLOCK TO	}	
THE STATE OF CALIFORNIA FOR CITY	}	
PROJECT NO. 0828 "SR-99/FULKERTH	}	
ROAD INTERCHANGE"	}	

WHEREAS, On May 25, 2021, Council approved the filing of the Notice of Completion of City Project No. 0828 "SR-99/Fulkerth Road Interchange;" and

WHEREAS, City acquired a number of parcels in order to construct the project per the approved design configuration that met the City's needs and the State's standards; and

WHEREAS, the City is obligated to transfer property rights for the area of the interchange that has been improved and is being maintained by Caltrans per the project-specific cooperative agreement no. 10-345 executed with the State for development of the project.

WHEREAS, the properties to be transferred to the State of California are described in the following table:

Caltrans Parcel No.	Current APN	Area to be transferred [sq. ft.]	Full parcel area (per GIS) [sq. ft.]
16662-1	N/A Public RW adjacent to 089-019-023	10,350	N/A (public right of way)
16663-1	N/A Public RW adjacent to 089-019-021	10,838	N/A (public right of way)
16664-1	088-010-019	109,102	146,797
16665-1	N/A Public RW adjacent to 088-010-048	950	N/A (public right of way)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve grant deeds to transfer property identified as Caltrans Parcel No. 16662-1, 16663-1, 16664-1, and 16665-1 from the City of Turlock to the State of California for City Project No. 0828 “SR-99/Fulkerth Road Interchange.”

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th of September, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

**RECORDING REQUESTED BY:
STATE OF CALIFORNIA**

When Recorded Mail To:
 Department of Transportation
 District 10
 P.O. Box 2048
 Stockton, CA 95201
 ATTN: Right of Way Dept.

Exempt from fee per GC 27388.1 (a) (2)
 (D): Any real Estate instrument, paper or
 notice executed or Recorded by the state
 or any county, municipality, or Other
 political subdivision of the State. Exempt
 from fee per GC 6103

Space above this line for Recorder's Use

**GRANT DEED
 DEDICATION IN FEE**

District	County	Route	Postmile	Number
10	STA	99	R4.431	16662-1

The City of Turlock,

hereinafter called GRANTOR, hereby grants and dedicates in fee for public purposes to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the City of Turlock, County of Stanislaus, State of California, described as follows:

See Exhibit A, attached.

Number
16662-1

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated: _____

The City of Turlock

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____
*Certificate of Acceptance
Required for Grant Deeds*

By _____
TONY TAVARES
Director of Transportation

By _____
Attorney in Fact
MARYANN GUTIEREZ
AKA MARYANN JACOBS

EXHIBIT A
LEGAL DESCRIPTION FOR GRANT DEED TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION

PARCEL 16662-1 :

All that real property as described in the Grant Deed recorded as DOC-2018-0045513-00, Stanislaus County Records, more particularly described as follows:

A portion of PARCEL 3 as shown on the map filed on December 30, 2002, in Book 51 of Parcel Maps at Page 97, Stanislaus County Records, located in Section 16, Township 5 South, Range 10 East, Mount Diablo Meridian, City of Turlock, County of Stanislaus, State of California, described as follows:

BEGINNING at the Southwest corner of said PARCEL 3 as shown on the Record of Survey filed in Book 34 of Surveys at page 89, Stanislaus County Records; thence North 17°53'54" West along the Westerly line of said PARCEL 3 being the Easterly line for California State Highway 99, a distance of 267.00 feet to the Northwest corner of said PARCEL 3; thence South 89°58'58" East along the North line of said PARCEL 3, a distance of 44.13 feet; thence South 17°24'12" East, a distance of 169.27 feet; thence South 10°26'06" East, a distance of 94.11 feet to the South line of said PARCEL 3; thence North 89°58'58" West along said South line, a distance of 29.74 feet to the point of beginning.

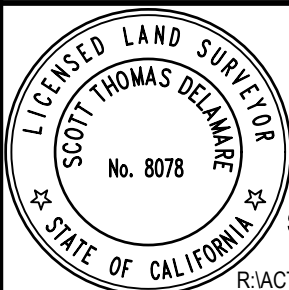
Together with the underlying Fee Interest, if any, in and to the adjoining public way.

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights of access, appurtenant to GRANTOR's remaining property, in and to the freeway.

Containing: 10,350 square feet / 0.238 acres, more or less.

A Plat being Page 2 of 2 and attached hereto
is hereby made a part of this Legal Description.

END OF DESCRIPTION



DF ENGINEERING, INC.

CIVIL ENGINEERING AND SURVEYING
3421 TULLY ROAD · SUITE J · MODESTO, CA 95350
TELEPHONE (209) 529-7450 · EMAIL DFENGINEERING@DFENGINEERING.COM

©COPYRIGHT 2023 DF ENGINEERING, INC.

SIGNED: *Scott Thomas Delamare* June 01, 2023

SCOTT THOMAS DELAMARE LS 8078 DATE

R:\ACTIVE PROJ\2020\2016-04\Dwg\Exhibit\Deds to CA\16662-1.dwg, Desc, Jun 01, 2023, 8:55am, Scott

PAGE **1** OF 2

JOB 2016-04

AUTHOR STD

CK. BY NIP

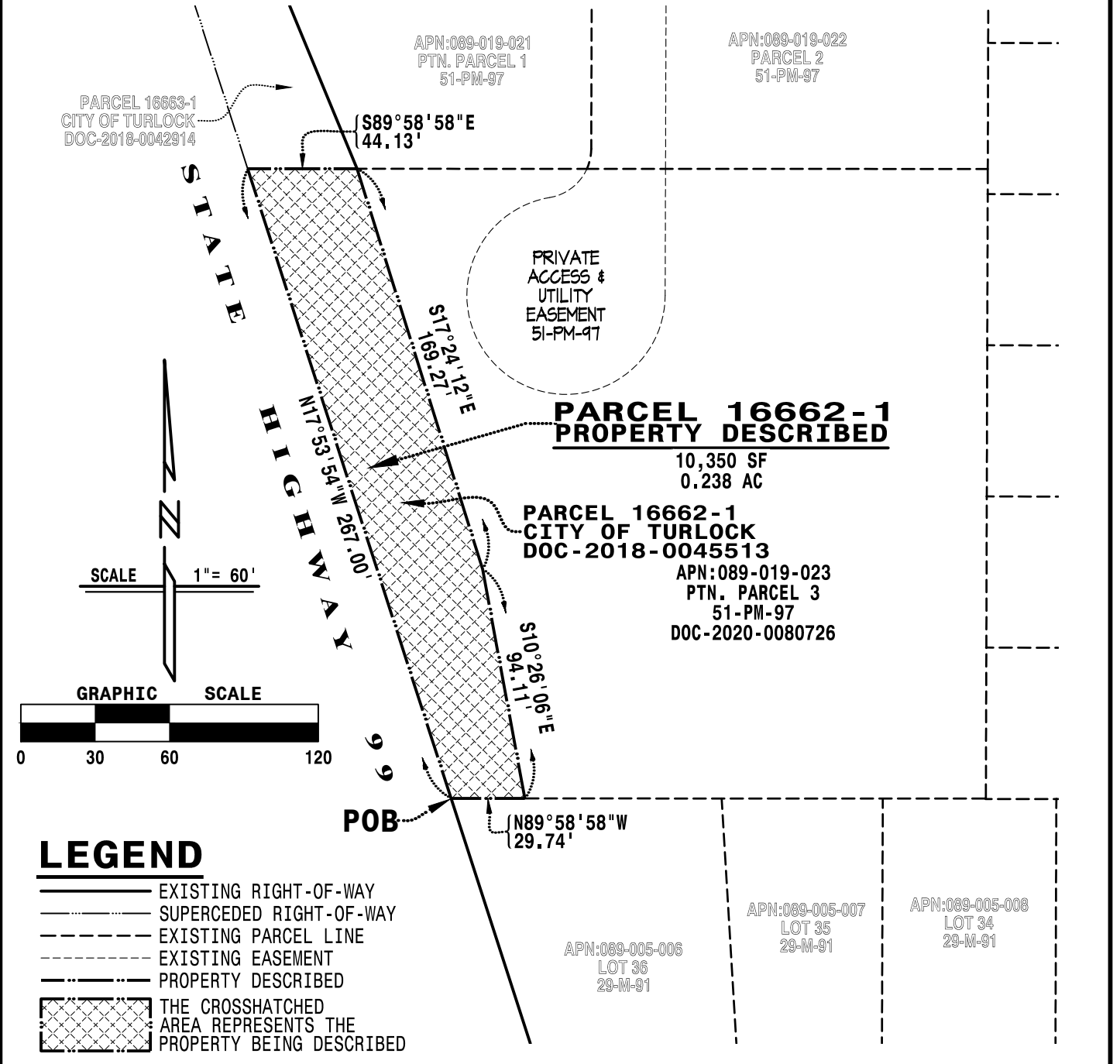
SCALE N/A

DATE Jun., 2023

EXHIBIT A

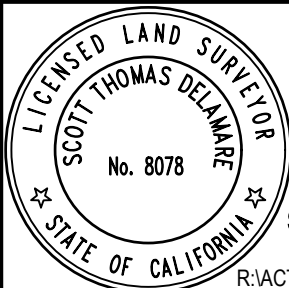
PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR GRANT DEED TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION

LYING IN SECTION 16, T.5 S., R.10 E., M.D.M.
CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA



LEGEND

- EXISTING RIGHT-OF-WAY
- SUPERCEDED RIGHT-OF-WAY
- EXISTING PARCEL LINE
- EXISTING EASEMENT
- PROPERTY DESCRIBED
- THE CROSSHATCHED AREA REPRESENTS THE PROPERTY BEING DESCRIBED



DF ENGINEERING, INC.

CIVIL ENGINEERING AND SURVEYING
3421 TULLY ROAD · SUITE J · MODESTO, CA 95350
TELEPHONE (209) 529-7450 · EMAIL DFENGINEERING@DFENGINEERING.COM

©COPYRIGHT 2023 DF ENGINEERING, INC.

SIGNED: *Scott Thomas Delamare* June 01, 2023

SCOTT THOMAS DELAMARE LS 8078 DATE

R:\ACTIVE PROJ\2020\2016-04\Dwg\Exhibit\Deds to CA\16662-1.dwg, Plat, Jun 01, 2023, 8:55am, Scott

PAGE **2** OF 2

JOB 2016-04

AUTHOR STD

CK. BY NIP

SCALE 1" = 60'

DATE Jun., 2023

**RECORDING REQUESTED BY:
STATE OF CALIFORNIA**

When Recorded Mail To:
Department of Transportation
District 10
P.O. Box 2048
Stockton, CA 95201
ATTN: Right of Way Dept.

Exempt from fee per GC 27388.1 (a) (2)
(D): Any real Estate instrument, paper or
notice executed or Recorded by the state
or any county, municipality, or Other
political subdivision of the State. Exempt
from fee per GC 6103

Space above this line for Recorder's Use

**GRANT DEED
DEDICATION IN FEE**

District	County	Route	Postmile	Number
10	STA	99	R4.507	16663-1

The City of Turlock.,

hereinafter called GRANTOR, hereby grants and dedicates in fee for public purposes to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the City of Turlock, County of Stanislaus, State of California, described as follows:

See Exhibit A, attached.

Number
16663-1

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated: _____

The City of Turlock

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____
*Certificate of Acceptance
Required for Grant Deeds*

By _____
TONY TAVARES
Director of Transportation

By _____
Attorney in Fact
MARYANN GUTIEREZ
AKA MARYANN JACOBS

EXHIBIT A

LEGAL DESCRIPTION FOR GRANT DEED TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION PARCEL 16663-1 :

All that real property as described in the Grant Deed recorded as DOC-2018-0042914-00, Stanislaus County Records, more particularly described as follows:

A portion of PARCEL 1 as shown on the map filed on December 30, 2002, in Book 51 of Parcel Maps at Page 97, Stanislaus County Records, located in Section 16, Township 5 South, Range 10 East, Mount Diablo Meridian, City of Turlock, County of Stanislaus, State of California, described as follows:

BEGINNING at the Southwest corner of said PARCEL 1 as shown on the Record of Survey filed in Book 34 of Surveys at page 89, Stanislaus County Records; thence along the Westerly and Northerly lines of said PARCEL 1 being the Easterly line for California State Highway 99, the following three courses:

- 1) North 17°53'54" West, a distance of 317.68 feet; thence
- 2) North 46°11'22" East, a distance of 73.03 feet; thence
- 3) North 85°16'14" East, a distance of 120.58 feet; thence

South 00°14'22" East, a distance of 6.00 feet; thence North 89°58'01" West, a distance of 72.04 feet; thence South 99°04'10" West, a distance of 99.47 feet; thence South 22°26'08" East, a distance of 330.77 feet to the South line of said PARCEL 1; thence North 89°58'58" West, along said South line, a distance of 44.13 feet to the point of beginning.

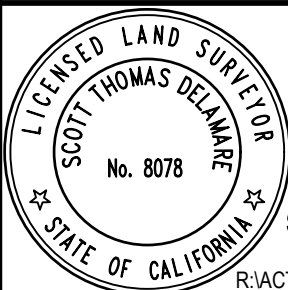
Together with the underlying Fee Interest, if any, in and to the adjoining public way.

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights of access, appurtenant to GRANTOR's remaining property, in and to the freeway.

Containing: 10,838 square feet / 0.249 acres, more or less.

A Plat being Page 2 of 2 and attached hereto
is hereby made a part of this Legal Description.

END OF DESCRIPTION



DF ENGINEERING, INC.

CIVIL ENGINEERING AND SURVEYING
3421 TULLY ROAD · SUITE J · MODESTO, CA 95350
TELEPHONE (209) 529-7450 · EMAIL DFENGINEERING@DFENGINEERING.COM

©COPYRIGHT 2023 DF ENGINEERING, INC.

SIGNED: *Scott Thomas Delamare* June 01, 2023

SCOTT THOMAS DELAMARE LS 8078 DATE

R:\ACTIVE PROJ\2020\2016-04\Dwg\Exhibit\Deds to CA\16663-1.dwg, Desc, Jun 01, 2023, 9:00am, Scott

PAGE **1** OF 2

JOB 2016-04

AUTHOR STD

CK. BY NIP

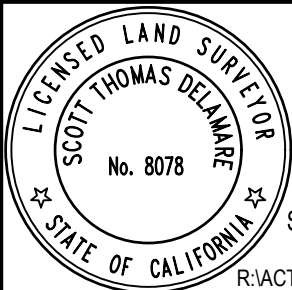
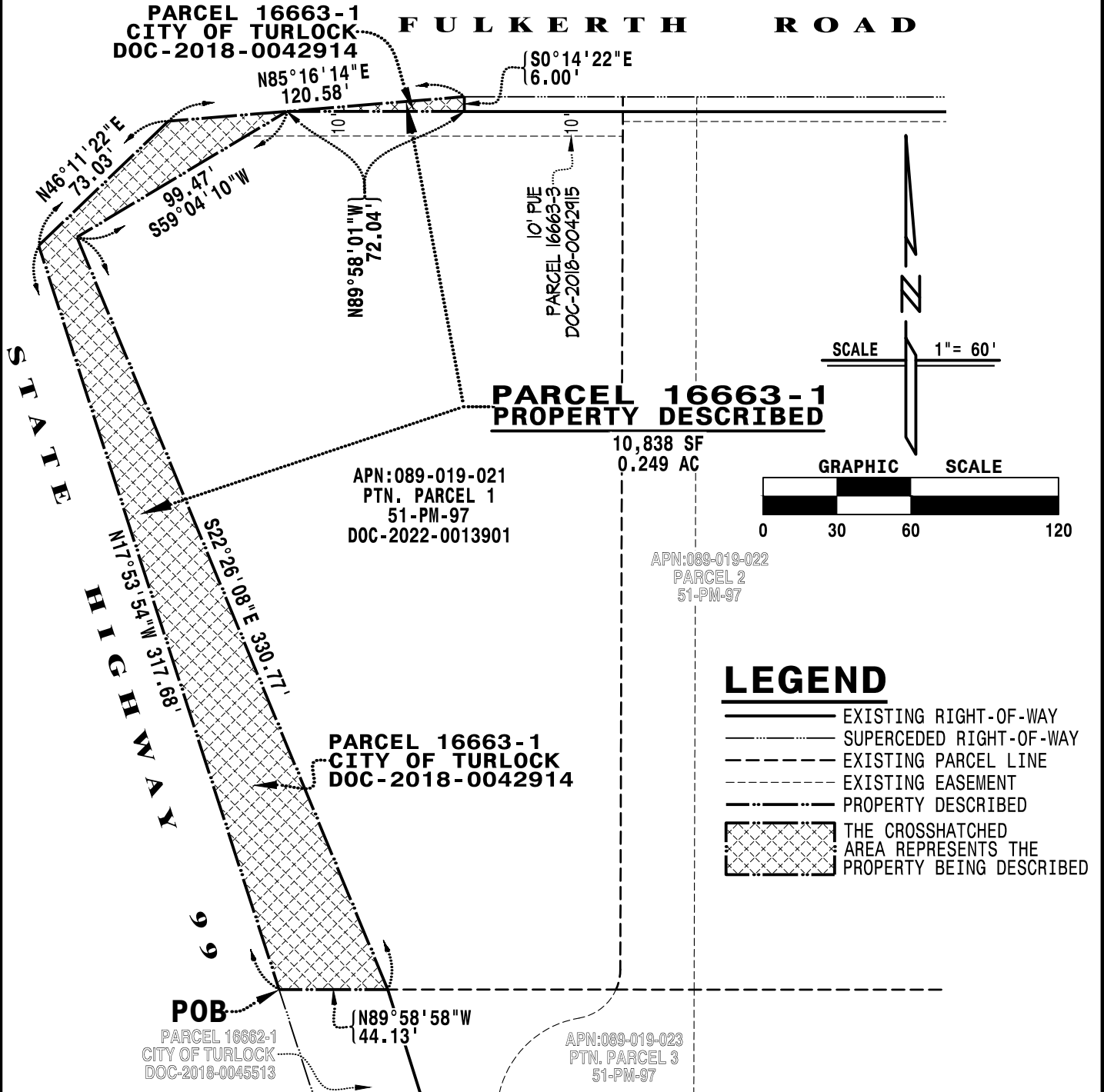
SCALE N/A

DATE Jun., 2023

EXHIBIT A

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR GRANT DEED TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION

LYING IN SECTION 16, T.5 S., R.10 E., M.D.M.
CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA



df DF ENGINEERING, INC.
CIVIL ENGINEERING AND SURVEYING
3421 TULLY ROAD · SUITE J · MODESTO, CA 95350
TELEPHONE (209) 529-7450 · EMAIL DFENGINEERING@DFENGINEERING.COM
©COPYRIGHT 2023 DF ENGINEERING, INC.

SIGNED: *Scott Thomas Delamare* June 01, 2023
SCOTT THOMAS DELAMARE LS 8078 DATE

R:\ACTIVE PROJ\2020\2016-04\Dwg\Exhibit\Deds to CA\16663-1.dwg, Plat, Jun 01, 2023, 9:00am, Scott

PAGE	2 OF 2
JOB	2016-04
AUTHOR	STD
CK. BY	NIP
SCALE	1" = 60'
DATE	Jun., 2023

**RECORDING REQUESTED BY:
STATE OF CALIFORNIA**

When Recorded Mail To:
Department of Transportation
District 10
P.O. Box 2048
Stockton, CA 95201
ATTN: Right of Way Dept.

Exempt from fee per GC 27388.1 (a) (2)
(D): Any real Estate instrument, paper or
notice executed or Recorded by the state
or any county, municipality, or Other
political subdivision of the State. Exempt
from fee per GC 6103

Space above this line for Recorder's Use

**GRANT DEED
DEDICATION IN FEE**

District	County	Route	Postmile	Number
10	STA	99	R4.626	16664-1

The City Of Turlock.,

hereinafter called GRANTOR, hereby grants and dedicates in fee for public purposes to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the City of Turlock, County of Stanislaus, State of California, described as follows:

See Exhibit A, attached.

Number
16664-1

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated: _____

The City Of Turlock

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____
*Certificate of Acceptance
Required for Grant Deeds*

By _____
TONY TAVARES
Director of Transportation

By _____
Attorney in Fact
MARYANN JACOBS
AKA MARYANN GUTIERREZ

EXHIBIT A
LEGAL DESCRIPTION FOR GRANT DEED TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION

PARCEL 16664-1 :

All that portion of the real property as described in the Corporation Grant Deed recorded as DOC-97-0000413-00, Stanislaus County Records, and transferred to the City of Turlock by the Grant Deed recorded as DOC-2006-0161503-00, Stanislaus County Records, as shown on the Survey filed in Book 34 of Surveys at Page 89, Stanislaus County Records, lying in the Southwest quarter of Section 9, Township 5 South, Range 10 East, Mount Diablo Meridian, City of Turlock, County of Stanislaus, State of California, described as follows:

COMMENCING at the Southwest corner of said real property being the Southwest corner of the East half of the West half of the East half of the Southwest quarter of said Section 9; thence along the West line of said East half of the West half of the East half of the Southwest quarter of Section 9, North 0°09'37" East, 30.00 feet to the North line of Fulkerth Road (to the East) as shown on said Survey, being the **TRUE POINT OF BEGINNING** of this description; thence continuing along said West line, North 0°09'37" East, 39.00 feet to the Northeast corner of the Grant Deed recorded as DOC-2018-0042920-00, Stanislaus County Records, and being on a parallel line that is 69.00 feet, measured at right angles, Northerly of the South line of said Section 9; thence along said parallel line, South 89°58'01" East, 10.00 feet; thence North 46°52'43" East, 27.73 feet; thence North 2°37'15" East, 571.86 feet; thence North 7°10'28" West, 270.16 feet to the Westerly line of State Highway 99 as shown on said Survey; thence along said Westerly line, South 17°53'54" East, 903.03 feet to the North line of said Fulkerth Road; thence along said North line the following five courses:

- 1) South 76°21'01" West, 55.36 feet; thence
- 2) South 84°35'37" West, 105.47 feet; thence
- 3) North 89°58'01" West, 100.00 feet; thence
- 4) South 0°02'04" West, 15.00 feet; thence
- 5) North 89°58'01" West, 41.48 feet to the point of beginning.

Together with the underlying Fee Interest, if any, in and to the adjoining public way.

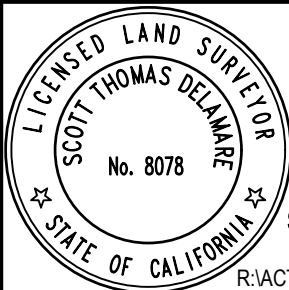
This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights of access, appurtenant to GRANTOR's remaining property, in and to the freeway.

Containing: 109,102 square feet / 2.505 acres, more or less.

Portion of Assessor's Parcel Number: 088-010-019

A Plat being Page 2 of 2 and attached hereto
is hereby made a part of this Legal Description.

END OF DESCRIPTION



DF ENGINEERING, INC.

CIVIL ENGINEERING AND SURVEYING
3421 TULLY ROAD · SUITE J · MODESTO, CA 95350
TELEPHONE (209) 529-7450 · EMAIL DFENGINEERING@DFENGINEERING.COM

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SIGNED: *Scott Thomas Delamare* **May 25, 2023**

SCOTT THOMAS DELAMARE LS 8078 DATE

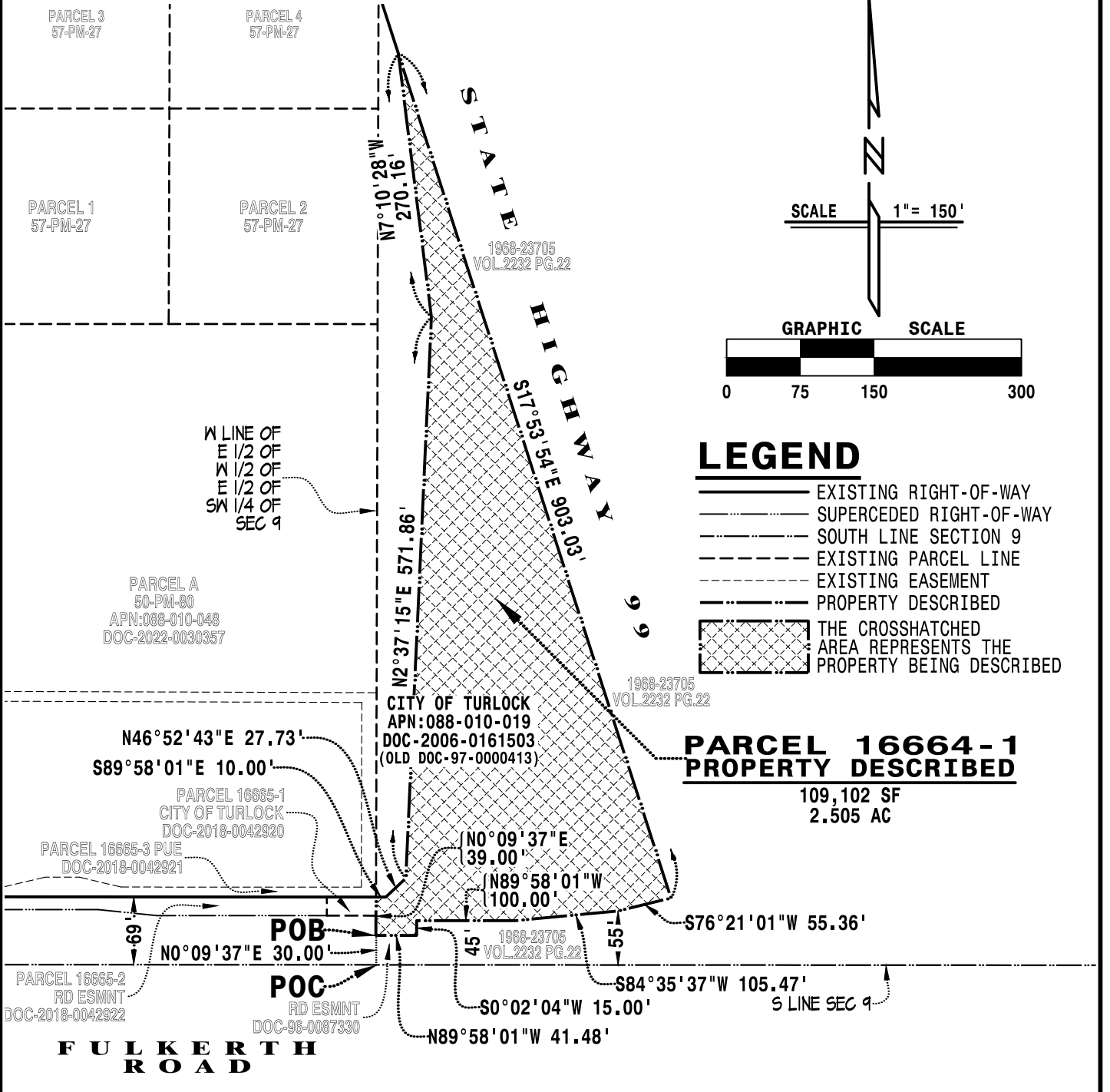
R:\ACTIVE PROJ\2020\2016-04\Dwg\Exhibit\Deds to CA\16664-1.dwg, Desc, May 25, 2023, 9:29am, Scott

PAGE	1 OF 2
JOB	2016-04
AUTHOR	STD
CK. BY	NIP
SCALE	N/A
DATE	May . , 2023

EXHIBIT A

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR GRANT DEED TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION

LYING IN SECTION 9, T.5 S., R.10 E., M.D.M.
CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA

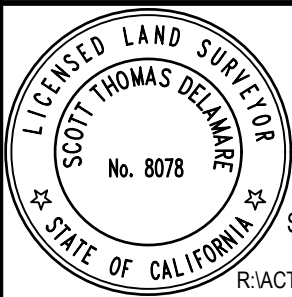


LEGEND

- EXISTING RIGHT-OF-WAY
- SUPERCEDED RIGHT-OF-WAY
- SOUTH LINE SECTION 9
- EXISTING PARCEL LINE
- EXISTING EASEMENT
- PROPERTY DESCRIBED
- THE CROSSHATCHED AREA REPRESENTS THE PROPERTY BEING DESCRIBED

PARCEL 16664-1 PROPERTY DESCRIBED

109,102 SF
2.505 AC



DF ENGINEERING, INC.

CIVIL ENGINEERING AND SURVEYING
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TELEPHONE (209) 529-7450 · EMAIL DFENGINEERING@DFENGINEERING.COM
©COPYRIGHT 2023 DF ENGINEERING, INC.

SIGNED: *Scott Thomas Delamare* **May 25, 2023**
SCOTT THOMAS DELAMARE LS 8078 DATE

R:\ACTIVE PROJ\2020\2016-04\Dwg\Exhibit\Deds to CA\16664-1.dwg, Plat, May 25, 2023, 9:29am, Scott

PAGE	2 OF 2
JOB	2016-04
AUTHOR	STD
CK. BY	NIP
SCALE	1" = 150'
DATE	May., 2023

**RECORDING REQUESTED BY:
STATE OF CALIFORNIA**

When Recorded Mail To:
Department of Transportation
District 10
P.O. Box 2048
Stockton, CA 95201
ATTN: Right of Way Dept.

Exempt from fee per GC 27388.1 (a) (2)
(D): Any real Estate instrument, paper or
notice executed or Recorded by the state
or any county, municipality, or Other
political subdivision of the State. Exempt
from fee per GC 6103

Space above this line for Recorder's Use

**GRANT DEED
DEDICATION IN FEE**

District	County	Route	Postmile	Number
10	STA	99	R4.626	16665-1

The City of Turlock.,

hereinafter called GRANTOR, hereby grants and dedicates in fee for public purposes to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the City of Turlock, County of Stanislaus, State of California, described as follows:

See Exhibit A, attached.

Number
16665-1

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated: _____

The City of Turlock

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____
*Certificate of Acceptance
Required for Grant Deeds*

By _____
TONY TAVARES
Director of Transportation

By _____
Attorney in Fact
MARYANN GUTIEREZ
AKA MARYANN JACOBS

EXHIBIT A
**LEGAL DESCRIPTION FOR GRANT DEED TO THE
STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION**

PARCEL 16665-1 :

All that real property as described in the Grant Deed recorded as DOC-2018-0042920-00, Stanislaus County Records, being a portion of PARCEL A of the Parcel Map filed in Book 50 at Page 80, Stanislaus County Records, as shown on the Survey filed in Book 34 of Surveys at Page 89, Stanislaus County Records, lying in the Southwest quarter of Section 9, Township 5 South, Range 10 East, Mount Diablo Meridian, City of Turlock, County of Stanislaus, State of California, more particularly described as follows:

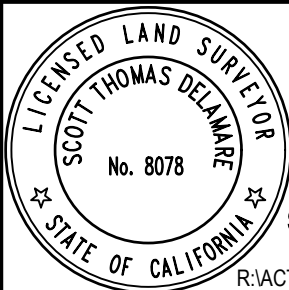
BEGINNING at the Southeast corner of said PARCEL A; thence along the South line of said Grant Deed being 50.00 feet North of and parallel with the South line of said Section 9, North 89°58'01" West, 49.96 feet to the Southwest corner of said Grant Deed being the Southeast corner of the Grant of Easement for Public Road Purposes recorded as DOC-2018-0042922-00, Stanislaus County Records; thence along the West line of said Grant Deed being the East line of said Grant of Easement, North 0°01'59" East, 19.00 feet to the Northwest corner of said Grant Deed being the Northeast corner of said Grant of Easement; thence along the North line of said Grant Deed being 69.00 feet North of and parallel with said South line of Section 9, South 89°58'01" East, 50.00 feet to the East line of said Grant Deed being the East line of said PARCEL A; thence along last said East line, South 0°09'37" West, 19.00 feet to the point of beginning.

Together with the underlying Fee Interest, if any, in and to the adjoining public way.

Containing: 950 square feet / 0.022 acres, more or less.

A Plat being Page 2 of 2 and attached hereto
is hereby made a part of this Legal Description.

END OF DESCRIPTION



DF ENGINEERING, INC.

CIVIL ENGINEERING AND SURVEYING
3421 TULLY ROAD · SUITE J · MODESTO, CA 95350
TELEPHONE (209) 529-7450 · EMAIL DFENGINEERING@DFENGINEERING.COM

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SIGNED: *Scott Thomas Delamare* **July 12, 2023**

SCOTT THOMAS DELAMARE LS 8078 DATE

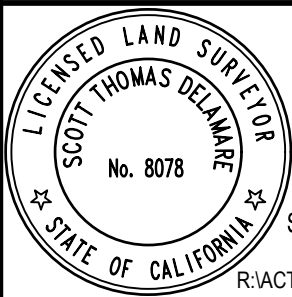
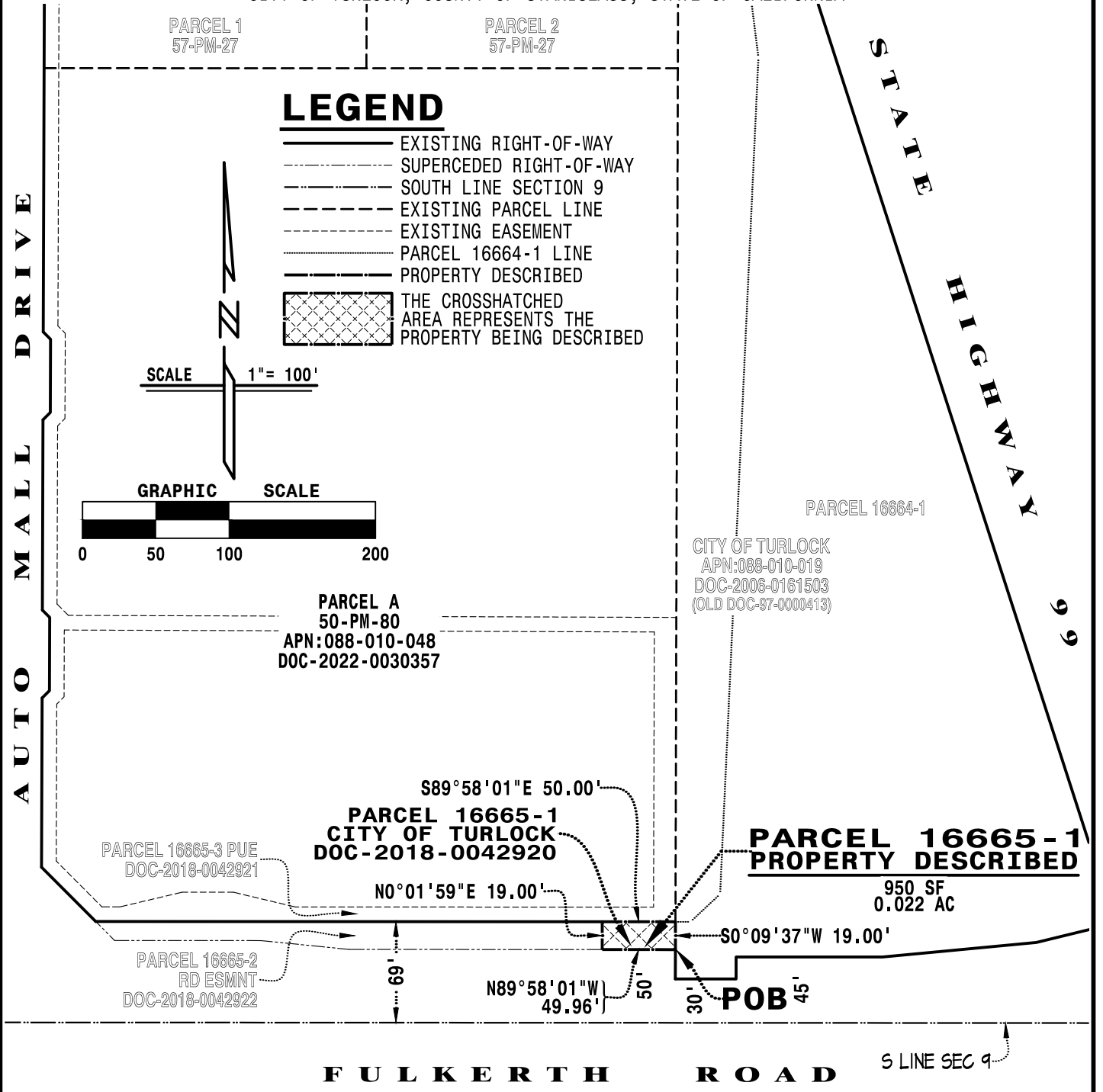
R:\ACTIVE PROJ\2020\2016-04\Dwg\Exhibit\Deds to CA\16665-1.dwg, Desc, Jul 12, 2023, 9:55am, Scott

PAGE	1 OF 2
JOB	2016-04
AUTHOR	STD
CK. BY	NIP
SCALE	N/A
DATE	Jul 12, 2023

EXHIBIT A

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR GRANT DEED TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION

LYING IN SECTION 9, T.5 S., R.10 E., M.D.M.
CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA



df DF ENGINEERING, INC.
 CIVIL ENGINEERING AND SURVEYING
 3421 TULLY ROAD · SUITE J · MODESTO, CA 95350
 TELEPHONE (209) 529-7450 · EMAIL DFENGINEERING@DFENGINEERING.COM
 ©COPYRIGHT 2023 DF ENGINEERING, INC.

SIGNED: *Scott Thomas Delamare* **July 12, 2023**
SCOTT THOMAS DELAMARE LS 8078 DATE

R:\ACTIVE PROJ\2020\2016-04\Dwg\Exhibit\Deds to CA\16665-1.dwg, Plat, Jul 12, 2023, 9:55am, Scott

PAGE	2 OF 2
JOB	2016-04
AUTHOR	STD
CK. BY	NIP
SCALE	1" = 100'
DATE	Jul., 2023

**RECORDING REQUESTED BY:
STATE OF CALIFORNIA**

When Recorded Mail To:
Department of Transportation
District 10
P.O. Box 2048
Stockton, CA 95201
ATTN: Right of Way Dept.

Exempt from fee per GC 27388.1 (a) (2)
(D): Any real Estate instrument, paper or
notice executed or Recorded by the state
or any county, municipality, or Other
political subdivision of the State. Exempt
from fee per GC 6103

Space above this line for Recorder's Use

**GRANT DEED
DEDICATION IN FEE**

District	County	Route	Postmile	Number
10	STA	99	R4.431	16662-1

The City of Turlock, a California municipal corporation,

hereinafter called GRANTOR, hereby grants and dedicates in fee for public purposes to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the City of Turlock, County of Stanislaus, State of California, described as follows:

See Exhibit A, attached.

Number
16662-1

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated: _____

City of Turlock, a California
municipal corporation

By _____

Reagan M. Wilson,
City Manager

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

*Certificate of Acceptance
Required for Grant Deeds*

By _____

TONY TAVARES

Director of Transportation

By _____

Attorney in Fact
MARYANN GUTIEREZ
AKA MARYANN JACOBS

**RECORDING REQUESTED BY:
STATE OF CALIFORNIA**

When Recorded Mail To:
Department of Transportation
District 10
P.O. Box 2048
Stockton, CA 95201
ATTN: Right of Way Dept.

Exempt from fee per GC 27388.1 (a) (2)
(D): Any real Estate instrument, paper or
notice executed or Recorded by the state
or any county, municipality, or Other
political subdivision of the State. Exempt
from fee per GC 6103

Space above this line for Recorder's Use

**GRANT DEED
DEDICATION IN FEE**

District	County	Route	Postmile	Number
10	STA	99	R4.507	16663-1

The City of Turlock, a California municipal corporation,

hereinafter called GRANTOR, hereby grants and dedicates in fee for public purposes to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the City of Turlock, County of Stanislaus, State of California, described as follows:

See Exhibit A, attached.

Number
16663-1

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated: _____

City of Turlock, a California
municipal corporation,

By _____

Reagan M. Wilson,
City Manager

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

*Certificate of Acceptance
Required for Grant Deeds*

By TONY TAVARES
Director of Transportation

By _____

Attorney in Fact
MARYANN GUTIEREZ
AKA MARYANN JACOBS

**RECORDING REQUESTED BY:
STATE OF CALIFORNIA**

When Recorded Mail To:
Department of Transportation
District 10
P.O. Box 2048
Stockton, CA 95201
ATTN: Right of Way Dept.

Exempt from fee per GC 27388.1 (a) (2)
(D): Any real Estate instrument, paper or
notice executed or Recorded by the state
or any county, municipality, or Other
political subdivision of the State. Exempt
from fee per GC 6103

Space above this line for Recorder's Use

**GRANT DEED
DEDICATION IN FEE**

District	County	Route	Postmile	Number
10	STA	99	R4.626	16664-1

The City Of Turlock, a California municipal corporation,

hereinafter called GRANTOR, hereby grants and dedicates in fee for public purposes to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the City of Turlock, County of Stanislaus, State of California, described as follows:

See Exhibit A, attached.

Number
16664-1

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated: _____

City of Turlock, a California
municipal corporation

By _____

Reagan M. Wilson,
City Manager

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

*Certificate of Acceptance
Required for Grant Deeds*

By _____
TONY TAVARES
Director of Transportation

By _____
Attorney in Fact
MARYANN JACOBS
AKA MARYANN GUTIERREZ

**RECORDING REQUESTED BY:
STATE OF CALIFORNIA**

When Recorded Mail To:
Department of Transportation
District 10
P.O. Box 2048
Stockton, CA 95201
ATTN: Right of Way Dept.

Exempt from fee per GC 27388.1 (a) (2)
(D): Any real Estate instrument, paper or
notice executed or Recorded by the state
or any county, municipality, or Other
political subdivision of the State. Exempt
from fee per GC 6103

Space above this line for Recorder's Use

**GRANT DEED
DEDICATION IN FEE**

District	County	Route	Postmile	Number
10	STA	99	R4.626	16665-1

The City of Turlock, a California municipal corporation,

hereinafter called GRANTOR, hereby grants and dedicates in fee for public purposes to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the City of Turlock, County of Stanislaus, State of California, described as follows:

See Exhibit A, attached.

Number
16665-1

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated: _____

City of Turlock, a California
municipal corporation

By _____

Reagan M. Wilson,
City Manager

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

*Certificate of Acceptance
Required for Grant Deeds*

By _____

TONY TAVARES

Director of Transportation

By _____

Attorney in Fact
MARYANN GUTIEREZ
AKA MARYANN JACOBS

COOPERATIVE AGREEMENT

This agreement, effective on May 28, 2009, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Turlock, a body politic and municipal corporation or chartered city of the State of California, referred to as CITY.

RECITALS

1. CALTRANS and CITY, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130.
2. WORK completed under this agreement contributes toward interchange modifications at State Route (SR) 99 and Fulkerth Road, referred to as PROJECT.
3. PARTNERS will cooperate to complete PA&ED, PS&E, and R/W activities for PROJECT.
4. There are no prior PROJECT-related cooperative agreements.
5. No PROJECT deliverables have been completed prior to this agreement.
6. The estimated date for COMPLETION OF WORK is December 31, 2014.
7. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

DEFINITIONS

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>.

CEQA–The California Environmental Quality Act (California Public Resources Code, sections 21000 et seq.) that requires State and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

COMPLETION OF WORK–All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT–A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement.

FHWA – Federal Highway Administration.

FHWA STANDARDS–FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>.

FUNDING PARTNER – A partner who commits a defined dollar amount to WORK.

FUNDING SUMMARY - The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2– Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

IQA – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY’S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

NEPA – The National Environmental Policy Act of 1969 that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

PA&ED (Project Approval and Environmental Document) – The project component that includes the activities required to deliver the project approval and environmental documentation for PROJECT.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner's individual actions legally bind the other partners.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout the project's lifecycle.

PS&E (Plans, Specifications, and Estimates) – The project component that includes the activities required to deliver the plans, specifications, and estimates for PROJECT.

R/W (Right of Way) – The project component that includes the activities required to deliver the right of way for PROJECT.

SAFETEA-LU – The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, signed into federal law on August 10, 2005.

SCOPE SUMMARY – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>.

SHS – State Highway System.

SPONSOR(S) – The partner that accepts the obligation to secure financial resources to fully fund WORK. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of WORK defined in this agreement or settle claims.

WORK – All scope and cost commitments included in this agreement.

RESPONSIBILITIES

8. CITY is SPONSOR for all WORK.
9. CITY is the only FUNDING PARTNER for this agreement. CITY's funding commitment is defined in the FUNDING SUMMARY.
10. CITY is IMPLEMENTING AGENCY for PA&ED, PS&E and R/W.

SCOPE

Scope: General

11. All WORK will be performed in accordance with federal and California laws, regulations, and standards.

All WORK will be performed in accordance with FHWA STANDARDS and CALTRANS STANDARDS.
12. IMPLEMENTING AGENCY for a project component will provide a Quality Management Plan for that component as part of the PROJECT MANAGEMENT PLAN.
13. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
14. CITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
15. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another partner. Observation does not constitute authority over those commitments.
16. Each partner will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.
17. PARTNERS will invite each other to participate in the future selection and retention of any consultants who participate in WORK.
18. PARTNERS will conform to sections 1720– 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations if PROJECT work is done under contract (not completed by a partner's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).

PARTNERS will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work".

19. IMPLEMENTING AGENCY for each project component included in this agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.
20. CALTRANS will issue, upon proper application and at no cost, the encroachment permits required for WORK within SHS right of way.

Any third party agent (including but not limited to contractors, consultants, and utility owners) must obtain an encroachment permit issued in their name, prior to performing any WORK within the SHS R/W. All third party agents will be assessed an encroachment permit fee.

21. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection.
22. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e).

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK without the written consent of the partner authorized to release them, unless required or authorized to do so by law.

23. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents.
24. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.
25. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.
26. CITY, independent of PROJECT, is responsible for any HM-1 found outside existing SHS right of way. CITY will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impacts to PROJECT schedule.
27. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 MANAGEMENT ACTIVITIES.

28. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
29. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each partner's responsibilities in this agreement.
30. IMPLEMENTING AGENCY for each project component will furnish PARTNERS with written quarterly progress reports during the implementation of WORK in that component.
31. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS. Upon PROJECT completion and acceptance, subject to the approval of CALTRANS, CITY will operate and maintain all PROJECT facilities at its own cost until a Maintenance Agreement is executed or an existing agreement, if any, is amended to incorporate the maintenance of these new PROJECT facilities located on the SHS.
32. IMPLEMENTING AGENCY for a project component may accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
33. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No partner shall prejudice the rights of another partner until after PARTNERS confer on claim.
34. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years from the date of final federal voucher, whichever is later.
35. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State auditor, FHWA, and CITY will have access to all WORK-related records of each partner for audit, examination, excerpt, or transaction.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

The audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

36. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing. However, nothing in this agreement affects PARTNERS' rights to serve process in any other matter permitted by law.
37. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, SPONSOR(S) will seek out additional funds and PARTNERS will amend this agreement.
38. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
39. If WORK stops for any reason, PARTNERS are still obligated to implement all applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each partner's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
40. As the NEPA lead agency, CALTRANS will coordinate and obtain the following federal resource agency permits, agreements, and/or approvals: U.S. Army Corps of Engineers Permit (404).
41. CITY will coordinate and obtain the following non-federal resource agency permits, agreements, and/or approvals; Department of Fish and Game 1600 Agreement(s), Waste Discharge (NPDES) Permit, Regional Water Quality Control Board 401 Permit, and any other non-federal resource agency permits, agreements and/or approval if required for PROJECT.
42. CITY will, prepare any required federal resource agency permits, agreements and/or approvals for PROJECT. CITY will submit all said applications to CALTRANS for review, comment and approval. CALTRANS will submit the final applications to the appropriate federal resource agencies.
43. CITY will prepare any required non-federal resource agency permits, agreements and/or approvals for PROJECT. CITY will submit the final applications to the appropriate non-federal resource agencies.
44. CITY will implement all federal and non-federal resource agency permits, agreements, and/or approvals for PROJECT.
45. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: Project Approval and Environmental Document (PA&ED)

46. CALTRANS is the CEQA lead agency. CALTRANS will determine the type of environmental documentation required and will cause that documentation to be prepared.
47. All partners involved in the preparation of CEQA environmental documentation will follow the CALTRANS STANDARDS that apply to the CEQA process including, but not limited to, the guidance provided in the Standard Environmental Reference available at www.dot.ca.gov/ser.

48. Pursuant to SAFETEA-LU Section 6004 and/or 6005, CALTRANS is the NEPA lead agency for PROJECT and will assume responsibility for NEPA compliance and will prepare any needed NEPA environmental documentation or will cause that documentation to be prepared.
49. All partners involved in the preparation of NEPA environmental documentation will follow FHWA STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook available at www.fhwa.dot.gov/hep/index.htm.
50. CITY will prepare the appropriate environmental documentation to meet CEQA requirements.
51. CITY will prepare the appropriate NEPA environmental documentation to meet NEPA requirements.
52. Any partner preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA lead agency for review, comment, and approval at appropriate stages of development prior to public availability.
53. Any partner preparing any portion of the NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
54. CITY will prepare, publicize and circulate all CEQA-related public notices and will submit said notices to the CEQA lead agency for review, comment, and approval prior to publication and circulation.
55. CITY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. CITY will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.
56. The CEQA lead agency will attend all CEQA-related public meetings.
57. CITY will plan, schedule, prepare materials for, and host all CEQA-related public meetings and will submit all materials to the CEQA lead agency for review, comment, and approval at least 10 working days prior to the public meeting date.
58. The NEPA lead agency will attend all NEPA-related public meetings.
59. CITY will plan, schedule, prepare materials for, and host all NEPA-related public meetings. CITY will submit all materials to CALTRANS for CALTRANS' review, comment, and approval at least 10 working days prior to the public meeting date.
60. If a partner who is not the CEQA or NEPA lead agency holds a public meeting about PROJECT, that partner must clearly state their role in PROJECT and the identity of the CEQA and NEPA lead agencies

on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA or NEPA public review process.

That partner will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the appropriate lead agency for review, comment, and approval at least 10 working days prior to publication or use. If that partner makes any changes to the materials, that partner will allow the appropriate lead agency to review, comment on, and approve those changes three (3) working days prior to the public meeting date.

The CEQA lead agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities. The NEPA lead agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

61. The partner preparing the environmental documentation, including the studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that PROJECT remains in environmental compliance.

Scope: Plans, Specifications, and Estimates (PS&E)

62. CITY will ensure that the engineering firm preparing the plans, specifications, and estimates will not be employed by or under contract to the PROJECT construction contractor.

CITY will not employ the engineering firm preparing the plans, specifications, and estimates for construction management of PROJECT.

However, CITY may retain the engineering firm during CONSTRUCTION to provide design support, check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.

63. CITY will identify and locate all utility facilities within PROJECT area as part of PS&E responsibilities. All utility facilities not relocated or removed in advance of construction will be identified on the plans, specifications, and estimate for PROJECT.
64. CITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of PROJECT or that violate CALTRANS' encroachment policy.
65. The responsibility to advertise, open bids, award, and approve the construction contract will be handled outside the commitments of this agreement.

Scope: Right of Way (R/W)

66. CITY will provide a land surveyor licensed in the State of California to be responsible for surveying and right of way engineering. All survey and right of way engineering documents shall bear the professional

seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

67. CITY will provide CALTRANS-approved verification of its arrangements for the protection, relocation, or removal of all conflicting facilities and that such work will be completed prior to construction contract award or as otherwise stated in the PROJECT plans, specifications, and estimates. This verification must include references to all required SHS encroachment permits.
68. CITY will utilize a qualified CALTRANS-approved public agency or consultant in all right of way activities. Right of way consultant contracts will be administered by a qualified right of way person.
69. CITY will provide a Right of Way Certification to CALTRANS for review, comment and approval. A complete and approved Right of Way Certification is required prior to PROJECT advertisement.
70. All right of way conveyances must be completed prior to COMPLETION OF WORK. CALTRANS' acceptance of right of way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance, CITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.

COST

Cost: General

71. SPONSOR(S) will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. Any change to the funding commitments outlined in this agreement requires an amendment to this agreement.
72. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.
73. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.
74. CITY, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to any HM-1 found outside of existing SHS right of way.
75. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT CONSTRUCTION cost.
76. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
77. The cost to comply with and implement the commitments set forth in the environmental documentation is a WORK cost.
78. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.

79. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.
80. Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
81. Independent of WORK costs, CITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
82. Fines, interest, or penalties levied against any partner will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That partner will indemnify and defend all other partners.
83. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.
84. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

85. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, the partner implementing the commitments or conditions accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That partner may request reimbursement for these costs during the amendment process.

86. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.
87. FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING SUMMARY.
88. SPONSOR(S) accepts responsibility to ensure full funding for the identified scope of work.

Cost: Project Approval and Environmental Document (PA&ED)

- 89. The cost to prepare, publicize, and circulate all CEQA and NEPA-related public notices is a WORK cost.
- 90. The cost to plan, schedule, prepare, materials for, and host all CEQA and NEPA-related public hearings is a WORK cost.

Cost: Plans, Specifications, and Estimates (PS&E)

- 91. The cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right of way will be determined in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

SCHEDULE

- 92. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

- 93. This agreement will be understood in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any legal action arising from this agreement will be filed and maintained in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides.
- 94. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
- 95. Any PARTNER who performs IQA does so for its own benefit, further, that PARTNER cannot be assigned liability due to its IQA activities.
- 96. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or arising under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this agreement.

97. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction conferred upon CITY or arising under this agreement.

It is understood and agreed that CITY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this agreement.

98. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.
99. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.
100. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.
101. A waiver of a partner's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
102. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
103. If any partner defaults in their agreement obligations, the non-defaulting partner(s) will request in writing that the default be remedied within 30 calendar days. If the defaulting partner fails to do so, the non-defaulting partner(s) may initiate dispute resolution.
104. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of WORK in accordance with the terms of this agreement. However, if any partner stops WORK, the other partner(s) may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no partner may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

Any civil complaints will be filed in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing partner will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

105. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
106. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.
107. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.
108. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
109. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement.
110. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

111. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.
112. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

CONTACT INFORMATION

The information provided below indicates the primary contact data for each partner to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:

Christina Hibbard, Project Manager

1976 Dr. MLK Blvd

Stockton, California 95205

Office Phone: (209) 948-7889

Mobile Phone: (209) 351-4432

Fax Number: (209) 948-7666

Email: christina_hibbard@dot.ca.gov

The primary agreement contact person for CITY is:

Mike Pitcock, P.E., Development Services Director

156 S. Broadway

Turlock, California 95380

Office Phone: (209) 668-5520

Fax Number: (209) 668-5663

Email: mpitcock@turlock.ca.us


SIGNATURES


PARTNERS declare that:


1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION


CITY OF TURLOCK

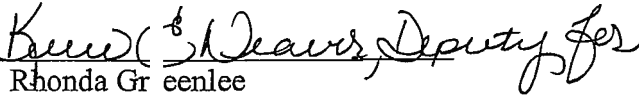
By: 
 TONY TAVARES
 Interim District 10 Director

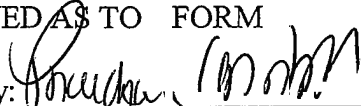
By: 
 Gary R. Hampton
 Interim City Manager

By: 
 Michael G. Pitcock, PE
 Director of Development Services/
 City Engineer

CERTIFIED AS TO FUNDS:

By: 
 Anne Wells
 District Budget Manager

Attest: 
 Rhonda Greenlee
 City Clerk, CMC

APPROVED AS TO FORM
 By: 
 Phaedra A. Norton
 City Attorney

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	CITY	N/A
2					Project Approval and Environmental Document (PA&ED) - 160, 165, 175, 180, 205	X	X	
	160				Perform Preliminary Engineering Studies and Draft Project Report	X	X	
		05			Updated Project information		X	
		10			Engineering Studies		X	
		15			Draft Project Report		X	
		20			Engineering and Land Net Surveys		X	
		30			Environmental Study Request (ESR)		X	
		40			NEPA Delegation	X		
		45			Base Maps and Plan Sheets for Project Report and Environmental Studies		X	
	165				Perform Environmental Studies and Prepare Draft Environmental Document	X	X	
		05			Environmental Scoping of Alternatives Identified for Studies in Project Initiation Document		X	
		10			General Environmental Studies		X	
		15			Biological Studies		X	
		20			Cultural Resource Studies		X	
			05		Archaeological Survey		X	
				05	Area of Potential Effects/Study Area Maps		X	
				10	Native American Consultation		X	
				15	Records and Literature Search		X	
				20	Field Survey		X	
				25	Archaeological Survey Report		X	
				99	Other Archaeological Survey Products		X	
			10		Extended Phase I Archaeological Studies		X	
				05	Native American Consultation		X	
				10	Extended Phase I Proposal		X	
				15	Extended Phase I Field Investigation		X	
				20	Extended Phase I Materials Analysis		X	
				25	Extended Phase I Report		X	
				99	Other Phase I Archaeological Study Products		X	
			15		Phase II Archaeological Studies		X	
				05	Native American Consultation			X
				10	Phase II Proposal			X
				15	Phase II Field Investigation			X
				20	Phase II Materials Analysis			X
				25	Phase II Report			X
				99	Other Phase II Archaeological Study Products			X
			20		Historical and Architectural Resource Studies		X	

4	5	6	7	8	Description	CALTRANS	CITY	N/A
				05	Preliminary Area of Potential Effects/Study Area Maps for Architecture		X	
				10	Historic Resources Evaluation Report - Archaeology		X	
				15	Historic Resource Evaluation Report - Architecture (HRER)			X
				20	Bridge Evaluation			X
				99	Other Historical and Architectural Resource Study Products			X
			25		Cultural Resource Compliance Consultation Documents			X
				05	Final Area of Potential Effects/Study Area Maps			X
				10	PRC 5024.5 Consultation			X
				15	Historic Property Survey Report/Historic Resources Compliance Report			X
				20	Finding of Effect			X
				25	Archaeological Data Recovery Plan/Treatment Plan			X
				30	Memorandum of Agreement			X
				99	Other Cultural Resources Compliance Consultation Products			X
		25			Draft Environmental Document or Categorical Exemption/Exclusion	X	X	X
			10		Section 4(F) Evaluation			X
			20		Environmental Quality Control and Other Reviews	X		
			30		Environmental Coordination		X	
			99		Other Draft Environmental Document Products		X	
		30			NEPA Delegation	X		
		45			Required Permits During PA&ED Development		X	
		50			Permits During PA&ED Development		X	X
			05		U.S. Army Corps of Engineers Permit (404)		X	
			10		U.S. Forest Service Permit(s)			X
			15		U.S. Coast Guard Permit			X
			20		Department of Fish and Game 1600 Agreement(s)		X	
			25		Coastal Zone Development Permit			X
			30		Local Agency Concurrence/Permit		X	
			35		Waste Discharge (NPDES) Permit		X	
			40		U.S. Fish and Wildlife Service Approval			X
			45		Regional Water Quality Control Board 401 Permit		X	
			50		Updated Environmental Commitments Record		X	
			55		NEPA Delegation			X
			95		Other Permits		X	
	175				Circulate Draft Environmental Document and Select Preferred Project Alternative Identification		X	X
	180				Prepare and Approve Project Report and Final Environmental Document	X	X	X
		05			Final Project Report		X	
		10			Final Environmental Document	X	X	X
			05		Approved Final Environmental Document	X		
			25		Statement of Overriding Considerations			X
			30		CEQA Certification	X		

4	5	6	7	8	Description	CALTRANS	CITY	N/A
				40	Section 106 Consultation and MOA			X
				45	Section 7 Consultation			X
				50	Final Section 4(F) Statement			X
				55	Floodplain Only Practicable Alternative Finding			X
				60	Wetlands Only Practicable Alternative Finding	X		
				65	Section 404 Compliance	X		
				70	Mitigation Measures	X		
			10		Public Distribution of Final Environmental Document and Respond To Comments		X	
			15		Final Right of Way Relocation Impact Document		X	
			99		Other Final Environmental Document Products		X	
		15			Completed Environmental Document		X	X
			05		Record of Decision (NEPA)			X
			10		Notice of Determination (CEQA)			X
			20		Environmental Commitments Record		X	
			99		Other Completed Environmental Document Products		X	
		20			NEPA Delegation	X		
	205				Obtain Permits, Agreements, and Route Adoptions		X	
3					Plans, Specifications, and Estimates (PS&E) - 185, 230, 235, 240, 250, 255, 260, 265		X	
	185				Prepare Base Maps and Plan Sheets for PS&E Development		X	
	230				Prepare Draft Plans, Specifications, and Estimates		X	X
		05			Draft Roadway Plans		X	
		10			Draft Highway Planting Plans		X	
		15			Draft Traffic Plans		X	
		20			Transportation Management Plan		X	
		25			Draft Utility Plans		X	
		30			Draft Drainage Plans		X	
		35			Draft Specifications		X	
		40			Draft Plans, Specifications, and Estimates Quantities and Estimates		X	
		55			Structures Draft Plans, Specifications, and Estimates Incorporation		X	
		60			Updated Project Information for Plans, Specifications, and Estimates Package		X	
		65			Permits During Plans, Specifications, and Estimates Development		X	X
			05		U.S. Army Corps of Engineers Permit (404)		X	
			10		U.S. Forest Service Permit(s)			X
			15		U.S. Coast Guard Permit			X
			20		Department of Fish and Game 1600 Agreement(s)		X	
			25		Coastal Zone Development Permit			X
			30		Local Agency Concurrence/Permit		X	
			35		Waste Discharge (NPDES) Permit		X	
			40		U.S. Fish and Wildlife Service Approval			X
			45		Regional Water Quality Control Board 401 Permit		X	

4	5	6	7	8	Description	CALTRANS	CITY	N/A
			50		Updated Environmental Commitments Record		X	
			95		Other Permits			X
		70			Railroad Agreements			X
		75			Agreement for Material Sites		X	
		80			Executed Maintenance Agreement		X	
		85			MOU From Tribal Employment Rights Office			X
		90			NEPA Delegation			X
		99			Other Draft Plans, Specifications, and Estimates Products		X	
	235				Mitigate Environmental Impacts and Clean Up Hazardous Waste		X	
	240				Draft Structures Plans, Specifications, and Estimates		X	
	250				Final Structures Plans, Specifications, and Estimates Package		X	
	255				Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package		X	
	260				Contract Bid Documents Ready to List		X	
	265				Awarded and Approved Construction Contract			X
4					Right of Way (R/W) - 195, 200, 220, 225, 245, 300		X	X
	195				Right of Way Property Management and Excess Land		X	
	200				Utility Relocation		X	
	220				Right of Way Engineering		X	
	225				Obtain Right of Way Interests for Project Right of Way Certification		X	X
		50			Parcel and Project Documentation		X	
		55			Right of Way Interests		X	X
			05		Right of Way Appraisals		X	
			10		Right of Way Acquisition		X	
			15		Right of Way Relocation Assistance			X
			20		Right of Way Clearance		X	
			25		Right of Way Condemnation		X	
	245				Post Right of Way Certification Work		X	
	300				Final Right of Way Engineering		X	

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	PA&ED	PS&E	R/W Capital	R/W Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	CITY	Local	\$300,000.00	\$900,000.00	\$100,000.00	\$10,000.00	\$1,210,000.00	\$100,000.00	\$1,310,000.00
		Subtotals by Component	\$300,000.00	\$900,000.00	\$100,000.00	\$10,000.00	\$1,210,000.00	\$100,000.00	\$1,310,000.00

City Council Staff Report

September 26, 2023



From: Carlos Guerrero, Municipal Services Utilities Manager

Prepared by: Nicole Mann, Staff Services Assistant

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving Amendment No. 1 to Agreement No. 2020-62 between the City of Turlock and Pace Supply, in a form approved by the City Attorney, increasing the annual compensation for the final year of the agreement from a maximum of \$120,000 by \$100,000 (non-general fund), for a total not-to-exceed amount of \$220,000 and the total maximum compensation under the Agreement from \$480,000 to \$580,000.

2. SYNOPSIS:

Approving Amendment No. 1 to the existing Agreement with Pace Supply for pipe and pipe fittings to increase the maximum compensation for the final year of the Agreement from a maximum of \$120,000 to \$220,000 (non-general fund) and the total maximum compensation under the Agreement from \$480,000 to \$580,000. .

3. DISCUSSION OF ISSUE:

Over the course of the projected period, growth to the City of Turlock has boosted the demand for homes, apartments and businesses, which has in turn increased the need for plumbing fittings and fixtures. In addition, the new road rehabilitation project has resulted in an increase in the necessity for water and sewer replacement, repairs and maintenance. Upgraded water valves, water and sewer pipe, and manhole lids are just a few of the components required for the roads project. Fire hydrants and backflow preventers, both essential for preserving health and safety, have seen pricing increases of approximately 72%. Increased demand for parts and equipment has stressed supply chains and caused inflation to rise sharply. Increasing copper and brass pricing has contributed to rising global prices. This inflation is not expected to end anytime soon.

Supply chain issues have had a broad effect, as utility employees use over a thousand different parts for a variety of tasks. Extra parts must be kept on hand for planned projects and emergent circumstances, due to shortages and longer lead times for receiving items.

The City entered into an agreement with Pace Supply on January 28, 2020 whereby the City is supplied with pipe and pipe fittings for City infrastructure. The term of the agreement was for one (1) year with three (3) possible one-year extensions. All extensions have been exercised so the agreement expires on January 28, 2024. With just over four months remaining in the current agreement, approximately 98% of the budget has been expensed. The contract with Pace Supply is set to expire at the end of January 2024, staff will prepare a formal Request for Quote (RFQ) that will be placed out to bid in October 2023.

Amendment No. 1 to Agreement No. 2020-62 between the City of Turlock and Pace Supply would increase the annual compensation for the final year of the agreement from a maximum of \$120,000 by \$100,000 (non-general fund), for a total not-to-exceed amount of \$220,000 for this year and the total maximum compensation under the Agreement from \$480,000 to \$580,000.

The Municipal Service Department's approved budget for FY 2023–2024 has sufficient funding to offset the fiscal impact of the requested compensation for the Pace Supply agreement.

4. BASIS FOR RECOMMENDATION:

Recommended funding increase will allow the Municipal Services Utilities Division to continue to care for this crucial infrastructure, and to support the City's aggressive Road Program.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

No General Fund money will be used for this agreement.

Amendment No. 1 to the existing agreement with Pace Supply for pipe and pipe fittings will increase to the maximum annual compensation for the final year of the agreement from a not-to-exceed \$120,000 to \$220,000. Appropriate funds were allocated in the Fiscal Year 2023-2024 budget adoption in the following accounts:

410-51-531.44001_005 "Supplies Piping Supplies"

420-52-550.44001_005 "Supplies Piping Supplies"

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Do not approve the Amendment No. 1. This alternative is not recommended because the amendment is needed to purchase water and sewer parts for maintenance and repairs of the City's infrastructure.

9. ATTACHMENTS:

A. Draft Resolution

B. Amendment No. 1

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING	}	RESOLUTION NO. 2023-
AMENDMENT NO. 1 TO AGREEMENT NO.	}	
2020-62 BETWEEN THE CITY OF TURLOCK	}	
AND PACE SUPPLY, IN A FORM APPROVED	}	
BY THE CITY ATTORNEY, INCREASING THE	}	
ANNUAL COMPENSATION FROM A	}	
MAXIMUM OF \$120,000 BY \$100,000	}	
(NON-GENERAL FUND), FOR A TOTAL	}	
<u>NOT-TO-EXCEED AMOUNT OF \$220,000</u>	}	

WHEREAS, the Municipal Services Department is seeking approval of Amendment No. 1 to Agreement No. 2020-62 with Pace Supply for pipe and pipe fittings for the Utilities Division; and

WHEREAS, inflation is pushing up the cost of labor, materials, and equipment, that has absorbed 98% of the Pace Supply agreement. PVC pipe, fire hydrants and backflows have soared in the last 12 months; and

WHEREAS, supply and demand, together with inflation, have resulted in delayed parts, which has prompted the department to acquire additional stock to accommodate for unanticipated circumstances; and.

WHEREAS, The Municipal Service Department's approved budget for FY 2023–2024 has enough money in it to compensate for the financial request for the additional compensation.

WHEREAS, a formal Request for Quote (RFQ), will be issued October 2023 to issue two agreements to suppliers. This will enable the department to assess costs and choose the more affordable vendor.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve Amendment No. 1 to Agreement No. 2020-62 between the City of Turlock and Pace Supply, in a form approved by the City Attorney, increasing the annual compensation for the final year of Agreement No. 2020-62 from a maximum of \$120,000 by \$100,000 (non-general fund), for a total not-to-exceed annual amount of \$220,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of September, 2023, 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. 1
to the
Agreement between the
CITY OF TURLOCK
and
PACE SUPPLY
for
PIPE AND PIPE FITTINGS
CONTRACT NO. 2020-62**

THIS AMENDMENT NO. 1, dated September 26, 2023, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **PACE SUPPLY**, (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an Agreement dated January 28 2020, whereby SUPPLIER will provide pipe and pipe fittings (hereinafter the "Agreement"); and

WHEREAS, the term of the Agreement was for one (1) year with up to three (3) one-year extensions; and

WHEREAS, each of the extensions was executed so that the Agreement expires on January 28, 2024; and

WHEREAS, the Agreement provided an annual maximum compensation amount of One Hundred Twenty Thousand and No/100^{ths} Dollars (\$120,000.00) for a possible maximum compensation under the Agreement of Four Hundred Eighty Thousand and No/100^{ths} Dollars (\$480,000.00); and

WHEREAS, an additional allocation of One Hundred Thousand and No/100^{ths} Dollars (\$100,000.00) is required for the pipe and pipe fittings prior to the expiration of the Agreement and its replacement by a new agreement after a public bidding process which will result in a possible maximum compensation under the Agreement of Five Hundred Eighty Thousand and No/100th Dollars (\$580,000.00).

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

1. CITY agrees to pay SUPPLIER additional annual compensation for the final year of the Agreement in the amount of up to One Hundred Thousand and No/100^{ths} Dollars (\$100,000.00) 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. 1 shall not exceed a total

amount of Two Hundred and Twenty Thousand and No/100ths Dollars (\$220,000.00) for annual compensation under the final year of the Agreement and shall not exceed a maximum compensation amount under the Agreement and all extensions thereof of Five Hundred Eighty Thousand and No/100ths Dollars (\$580,000.00). Such maximum amount shall be compensation for all of SUPPLIER'S expenses incurred in the performance of the Agreement and this Amendment No. 1.

2. All other terms and conditions of the Agreement shall remain in full force and effect until the termination date of January 28, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officer's thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

PACE SUPPLY

By: _____
Reagan M. Wilson, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

By: _____
Dale Goodman, Municipal Services Director

Date: _____

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk

City Council Staff Report

September 26, 2023



From: Erik Schulze, Public Works Director

Prepared by: Charlotte Calvario, Engineering Project Coordinator

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project 22-030 “Senior Center Sliding Glass Doors” and authorizing the City Engineer to file a Notice of Completion

2. SYNOPSIS:

This action authorizes the City Engineer to file a Notice of Completion for City Project 22-030 “Senior Center Sliding Glass Doors”

3. DISCUSSION OF ISSUE:

On May 9, 2023, City Council approved an agreement with Glass & Window Services Inc. of Turlock, California, for the construction of City Project 22-030 “Senior Center Sliding Glass Doors.” Construction has been completed per the approved plans and specifications.

Change Order Summary:

	Amount	Approval Date
Original Contract	\$89,899.99	May 9, 2023
Change Order No. 1	\$13,000.00	June 14, 2023
Adjusted Total Contract	\$102,899.99	

Change Order No. 1 included the following items of work:

- Satin Etch Film – \$13,000.00

The original contract documents did not include any film applied to the glass door surface. However, during product submittal review, City staff expressed a desire to provide new glass doors with a satin film to provide privacy to the rooms at the Senior Center when the doors are closed. This change order item represents the additional cost to add the satin film to meet these needs.

All work on the construction project has been completed in accordance with the project plans and specifications. City staff requests Council authorization for the City Engineer to file a Notice of Completion.

4. BASIS FOR RECOMMENDATION:

- A. Improvements for City Project No. 22-030 “Senior Center Sliding Glass Doors” have been completed.
- B. California City Code Section 9204 allows the City Council to authorize the City Engineer to sign the Notice of Completion.

5. FISCAL IMPACT / BUDGET AMENDMENT:

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

Account number 269-60-614-369.51412 “Senior Center Improvements” is the designated account to provide capital outlay for all project expenses. There is sufficient funding in the current Fiscal Year 2023-24 budget for this project and an additional appropriation is not needed.

6. STAFF COMMENTS:

Recommend approval.

7. CITY MANAGER’S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. 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.

10. ATTACHMENTS:

- A. Notice of Completion (NOC)
- B. Change Order No. 1

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. 22-030
SENIOR CENTER SLIDING GLASS DOORS**

Notice is hereby given that work on the above-referenced project located on various locations in Turlock, California, was completed by the undersigned agency on September 26, 2023. The contractor of work is Glass & Window Services Inc. of Turlock, California, 95380 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, RCE, PLS, City Engineer, Owner's Agent),
City of Turlock

VERIFICATION

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

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

CITY OF TURLOCK

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

Executed on September 27, 2023 at Turlock, California, Stanislaus County

Contract Change Order

Project Title	Senior Center Sliding Glass Doors	Contractor	Paul's Glass and Co.
Project Number	22-030	Contact	
Change Order Number	01	Phone	
Date Submitted	Jun 1, 2023 10:00 AM	Address	240 S First St Turlock, CA 95380
Date Approved	Jun 14, 2023 8:53 AM	Email	
Page	1 of 2		

You are hereby directed to make the herein changes from the plans and specifications or do the following work not included in the plans and specifications on the contract.

Bid Item Changes

New Line Items

4] CCO 1.1 - Glass Film and Door Adjustments. Contract Qty: 1.00 LS @ \$13000.00 = \$13,000.00

By this change, time of completion and/or price adjustment is:

Time Extension: Yes No

If yes, # of days: 0

The agreed Lump Sum price for this change order work is \$13,000.00

The agreed cost for the Extra Work above will not exceed

By Contract Unit Price

By Force Account in accordance with Standard Specifications

Summary:

Payment Adjustment: The total agreed cost of this Change Order is \$13,000.00

Time Adjustment: 0 days

Cost this Change Order	\$13,000.00	Statement of Contract Time	Days	Date
Estimated or Exact	Exact	Date of Notice to Proceed		07/10/2023
Original Contract Price	\$89,899.99	Original Contract Days	15	
Total of all Approved Changes	\$0.00	Computed Date of Completion		07/28/2023
Orders including this CCO	\$13,000.00	Time Extension Days this CCO	0	
% of Original Contract	14.5	Total Time Ext Days all CCOs	0	
Revised Contract Price	\$102,899.99	Extended Date of Completion		08/18/2023

Approved By:

1] Charlotte Calvario, Engineering Project Coordinator - Jun 5, 2023 @ 10:07 AM *(on behalf of DEVIN BLACK, Controller)*

2] Charlotte Calvario, Engineering Project Coordinator - Jun 7, 2023 @ 2:35 PM

3] Charlotte Calvario, Engineering Project Coordinator - Jun 14, 2023 @ 8:53 AM *(on behalf of Erik Schulze, Public Works Director)*

We, the undersigned contractor, have given careful consideration of the change proposed and hereby agree, if the proposal is approved, that we will provide all equipment, furnish all materials except as may otherwise be noted above, and perform all services necessary for the work above as specified, and will accept as full payment, therefore, the prices shown above.

Charlotte Calvario, Engineering Project Coordinator - Jun 14, 2023 @ 8:53 AM *(on behalf of Erik Schulze, Public Works Director)*

If the Contractor does not sign this change order, his attention is directed to the requirements of the specifications as to proceeding with change order work and filing a written protest within the time therein specified.

City Council Staff Report

September 26, 2023



From: Jason Hedden, Chief of Police

Prepared by: Amanda Fortado, Police Support Operations Manager

Agenized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting an allocation of funds, authorizing the execution of a grant agreement and appropriating funds from the California for All Animals shelter assistance program through UC Davis in the amount of \$13,045.71 to be appropriated into revenue account number 266-20-255-348.35074 "Cat Kennel Grant Revenue" and expenditure account 266-20-255-348.47163 "Cat Kennel Grant Expenses" in Fund 266 "Police Grants" Program 348 "Animal Services"

2. SYNOPSIS:

Accepting an allocation of funds, authorizing the execution of a grant agreement, and appropriating funds for the California for All Animals shelter assistance program through UC Davis in the amount of \$13,045.71 to be appropriated into the appropriate revenue and expenditure accounts in Fund 266 "Police Grants" Program 348 "Animal Services".

3. DISCUSSION OF ISSUE:

Turlock Animal Services applied for and was approved a grant from the UC Davis-California for All Animals shelter assistance program for the purchase of a new cage bank with twelve (12) kennels with pre-cut cat portal holes.

The purchase of the cage bank is through Shor-Line in an amount not to exceed \$13,045.71 to be purchased and installed by June 14, 2024. The purpose of this purchase is to improve the health and well-being of the cats in the care of Turlock Animal Services.

4. BASIS FOR RECOMMENDATION:

- A. Funding from the grant will pay for a twelve (12) kennel cage bank with pre-cut cat portal holes.
- B. City Council approval is required to appropriate grant funding from the revenue account to the expense account.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

\$13,045.71 to be appropriated into revenue account number 266-20-255-348.35074 "Cat Kennel Grant Revenue" and expenditure account 266-20-255-348.47163 "Cat Kennel Grant Expenses" in Fund 266 "Police Grants" Program 348 "Animal Services"

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

None

8. ALTERNATIVES:

A. Council could decline the request to accept and allocate funds, however, this is not recommended because these funds will allow for the purchase of cat kennels at Animal Services.

9. ATTACHMENTS:

Attachment A: Draft Resolution 2023-

Attachment B: Unsigned Grant Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING AN	}	RESOLUTION NO. 2023-
ALLOCATION OF FUNDS, AUTHORIZING THE	}	
EXECUTION OF A GRANT AGREEMENT	}	
AND APPROPRIATING FUNDS FROM THE	}	
CALIFORNIA FOR ALL ANIMALS SHELTER	}	
ASSISTANCE PROGRAM THROUGH UC DAVIS	}	
IN THE AMOUNT OF \$13,045.71 TO BE	}	
APPROPRIATED INTO REVENUE ACCOUNT	}	
NUMBER 266-20-255-348.35074 "CAT KENNEL	}	
GRANT REVENUE" AND EXPENDITURE	}	
ACCOUNT 266-20-255-348.47163 "CAT KENNEL	}	
GRANT EXPENSES" IN FUND 266 "POLICE	}	
GRANTS" PROGRAM 348 "ANIMAL SERVICES"	}	
	}	

WHEREAS, the City of Turlock Animal Services applied for and was approved to receive a grant from UC Davis California for All Animals; and

WHEREAS, the grant is for the purchase of a new cage bank with twelve (12) kennels with pre-cut cat portal holes; and

WHEREAS, the purchase of the cage bank is to be made from Shor-Line in the amount of \$13,045.71.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept an allocation of funds, authorizing the execution of a grant agreement and appropriating funds from the California for All Animals shelter assistance program through UC Davis in the amount of \$13,045.71 to be appropriated into revenue account number 266-20-255-348.35074 "Cat Kennel Grant Revenue" and expenditure account 266-20-255-348.47163 "Cat Kennel Grant Expenses" in Fund 266 "Police Grants" Program 348 "Animal Services."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of September, 2023, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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

UC Davis Agreement # _____

SHELTER SERVICES AGREEMENT
(Turlock Animal Services)

THIS SHELTER SERVICES AGREEMENT (“**Agreement**”) is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”) on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program (“**Facility**”) and TURLOCK ANIMAL SERVICES (“**Shelter**”) in connection with the California for All Animals statewide animal shelter assistance program (“**Program**”).

The parties agree as follows:

1. **Shelter Services.** Shelter shall adhere to the scope of work described in “**Exhibit A**”, attached hereto and by this reference made a part hereof (collectively the “**Services**”). University shall reimburse Shelter for costs (“**Expenses**”) pursuant to Section 2 below and as outlined in Exhibit A. “**Deliverables**” shall consist of report(s) and photographs, as applicable, as more fully described in Exhibit A. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
2. **Payment by University.** In consideration of Shelter’s Expenses as described in Exhibit A, Facility shall pay Shelter an amount not to exceed \$13,045.71 upon invoice from Shelter and final signature of this Agreement. Payment questions should be addressed to Nancy Bei at telephone number (530) 754-9183 or at e-mail address nmbei@ucdavis.edu.
3. **Term.** Services shall be rendered from June 15, 2023 through June 14, 2024.
4. **Endorsement Disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that University supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Shelter; or (ii) that University endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Shelter.
5. **Amendment.** This Agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.
6. **Mutual Indemnification.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

7. **Insurance.** The parties at their own respective costs shall carry sufficient insurance, or programs of self-insurance (general liability, workers' compensation, and auto liability), adequate to cover any claims arising from their respective activities under this Agreement.
8. **Force Majeure.** Neither party shall be liable for damages suffered by the other party because of University's or Shelter's failure to perform if failure is due to any cause beyond that party's control.
9. **Relationship of the Parties.** The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, or representative of the other in their relationship under this Agreement.
10. **Use of University's Name.** Shelter shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
11. **Contract Compliance.** As applicable, if this Agreement is funded wholly or in part with by a grant or contract from an agency of any state or federal government, Shelter shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
12. **Notice.** Any notice, request, or inquiry regarding the provisions of this Agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

UNIVERSITY (regarding contracts)

Business & Revenue Contracts
 University of California, Davis
 One Shields Ave.
 Davis, CA 95616
 E-mail:

SHELTER (regarding contracts)

Katie Walthrop
 Animal Services Supervisor
 Turlock Animal Services
 801 S. Walnut Rd
 Turlock, CA 95380
 E-mail: kwalthrop@turlock.ca.us

UNIVERSITY (regarding project)

Karol Tapias
 School of Veterinary Medicine
 University of California, Davis
 One Shields Ave.
 Davis, CA 95616
 E-mail: ketapias@ucdavis.edu

13. **University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which may be developed, provided by or arising in connection with the performance of this Agreement.
14. **Governing Law.** This Agreement shall be construed pursuant to California law.

15. **Federal Exclusion Warranty.** Shelter warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<https://www.sam.gov/index.html/##11#1>). This agreement shall be subject to immediate termination in the event that Shelter is excluded from participation in any federal healthcare or procurement program.
16. **Audit Requirements.** The Agreement, and any pertinent records involving activities related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. Shelter hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by University and any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
17. **Termination.** University may terminate this Agreement at any time by giving Shelter thirty (30) calendar days' written notice of such action. If this Agreement is terminated, Shelter shall retain any funds expended or committed for the purposes of this Agreement and will return any unexpended funds.
18. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

TURLOCK ANIMAL SERVICES

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
(authorized signature)

By: _____

Print name: _____

UC Davis

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. Purpose of the work: *Turlock Animal Services will utilize the funds received to purchase kennels with portals to improve the health and well-being of the cats in their care.*
2. Roles and responsibilities of each party: *Turlock Animal Services will purchase and install a new cage bank with 12 kennels with pre-cut cat portal holes. No University equipment will be used.*
3. Dates and times will the work be completed: *Work will be completed during the contract period of June 15, 2023 through June 14, 2024.*
4. Location where work will be performed: *801 S. Walnut Rd, Turlock, CA 95380*
5. Required deliverables: *In lieu of a written report, please send us a few photos of the newly portalized cages and the happy residents upon completion.*
6. Project milestones: *Installation to be completed by June 14, 2024.*
7. Total cost of the services: *Total of services not to exceed \$13,045.71. No construction costs will be funded through this grant.*

Items:

- *Shor-Line cage bank with 12 kennels* *\$13,045.71*

Total expenses: \$13,045.71

8. Payment schedule: *Payment will be upon execution of the agreement.*
9. Anticipated additional work: *Additional work is not anticipated at this time.*

CITY OF TURLOCK, a municipal corporation

By: _____
Reagan M. Wilson, City Manager

Date: _____

By: _____
Jason Hedden, Chief of Police

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk



To my knowledge, Shor-Line brand cages are the only manufactured cage that comes ready to use with the UC Davis recommended "Kat-Portal".

Thank You

Timothy Hemings

Southwestern Sales Rep

E: THemings@midmark.com

T: 1.800.444.1579, ext. 2354

C: 909.496.0251

shor-line.com



City Council Staff Report

September 26, 2023



From: Jessie Dhami, Human Relations Director

Prepared by: Darlene Ingersoll, Principal Human Relations Analyst

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the revisions of the job descriptions for Public Facilities Maintenance Supervisor and Public Facilities Maintenance Assistant Supervisor effective September 26, 2023.

2. SYNOPSIS:

Adopting a Resolution to approve the revisions of the job descriptions for Public Facilities Maintenance Supervisor and Public Facilities Maintenance Assistant Supervisor under Experience, Education and License/Certificate. In addition, changing the title of both job description to Public Works from Public Facilities.

3. DISCUSSION OF ISSUE:

Staff has determined these job descriptions need revisions. Revisions of the job descriptions reflect these main changes:

- Change to Public Works from Public Facilities where applicable.
- Provides opportunity to obtain three certifications within twenty-four (24) months of appointment rather than at appointment
- Provides for additional qualifying experience may be substituted for the required education on a year-for-year basis.

The Public Facilities Maintenance Supervisor and Public Facilities Maintenance Assistant Supervisor positions and are represented by Turlock City Employees Association (TCEA) bargaining unit for labor relations purposes. TCEA does not have any objections to these changes including change to Public Works from Public Facilities.

4. BASIS FOR RECOMMENDATION:

These recommended revisions should increase the qualified candidate pool to fill these positions in the City of Turlock.

Section 2-4-207 of the Turlock Municipal Code provides that the City Manager is responsible for the efficient administration of all affairs of the City which are under his control. Section 2-4-207(d) of the Turlock Municipal Code provides the City Manager with the power and duty to recommend to the City Council the reorganization of offices, positions, departments, or units under his direction as he may deem in the interest of the efficient, effective, and economical conduct of the City's business

Therefore, the recommendation is to approve the revisions of the job descriptions for Public Facilities Maintenance Supervisor and Public Facilities Maintenance Supervisor effective September 26, 2023.

City Council approval is required for any new and/or modified job descriptions.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal impact: None

6. STAFF RECOMMENDATION:

Staff recommends the approval of the revisions of the job descriptions for Public Facilities Maintenance Supervisor and Public Facilities Maintenance Assistant Supervisor.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION: N/A

9. ALTERNATIVES:

A. Council may choose not to approve the revisions of the job descriptions for Public Facilities Maintenance Supervisor and Public Facilities Maintenance Assistant Supervisor. Staff does not recommend this option as the revisions should increase the qualified candidate pool to fill these positions

10. ATTACHMENTS:

- A. Draft Resolution
- B. Public Facilities Maintenance Supervisor job description (revised)
- C. Public Facilities Maintenance Assistant Supervisor job description (revised)

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING THE }
REVISIONS OF THE JOB DESCRIPTIONS FOR }
PUBLIC FACILITIES MAINTENANCE }
SUPERVISOR AND PUBLIC FACILITIES }
MAINTENANCE ASSISTANT SUPERVISOR }
EFFECTIVE SEPTEMBER 26, 2023 }
_____ }**

RESOLUTION NO. 2023-XXX

WHEREAS, Section 2-4-207 of the Turlock Municipal Code provides that the City Manager is responsible for the efficient administration of all affairs of the City which are under his control; and

WHEREAS, Section 2-4-207(d) of the Turlock Municipal Code provides the City Manager with the power and duty to recommend to the City Council the reorganization of offices, positions, departments, or units under his direction as he may deem in the interest of the efficient, effective, and economical conduct of the City's business; and

WHEREAS, staff has determined revisions of the job descriptions for Public Facilities Maintenance Supervisor and Public Facilities Maintenance Assistant Supervisor positions are needed under Experience, Education and License/Certificate and change to Public Works from Public Facilities where applicable; and

WHEREAS, the recommended revisions should increase the qualified candidate pool to fill these positions; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the revisions of the job descriptions for Public Facilities Maintenance Supervisor and Public Facilities Maintenance Assistant Supervisor effective September 26, 2023.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of September, 2023, by the following vote:

- AYES:
- NOES:
- NOT PARTICIPATING:
- ABSENT:

ATTEST:

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



PUBLIC WORKS-FACILITIES MAINTENANCE SUPERVISOR

DEFINITION

To plan, organize, and supervise the day to day maintenance and repair of streets, parks, landscaped assessment areas, playground areas, storm basins, street medians, right-of-ways, buildings and grounds; and supervise the work crews of the Parks, Streets, and Public WorksFacilities Maintenance Division.

This classification is assigned to the Turlock City Employees Association bargaining unit for labor relations purposes and is subject to overtime and call-back assignments.

DISTINGUISHING CHARACTERISTICS

This is a supervisory level position. The incumbent in this position will be required to use considerable independent judgment and initiative, as well as assigning and evaluating the work of subordinate personnel.

SUPERVISION EXERCISED AND RECEIVED

General direction is provided by the Parks, Streets and Public Facilities Superintendent. Supervision is exercised over crew supervisors and other personnel.

ESSENTIAL FUNCTIONS - Duties include, but are not limited to the following:

- Provide day to day organization, direction and supervision of skilled and semi-skilled personnel in the repair and maintenance of streets, parks, park facilities, landscaped areas, government buildings and drainage facilities including such activities as street resurfacing, repainting and patching, street cleaning, storm drain maintenance, tree trimming, street and sign painting, mowing, edging, irrigation~~s~~ repairs, building repairs and janitorial duties.
- Determine type and quantity of material required for landscape or facility repair or installation projects and utilize established procedures to make necessary purchases.
- Assist in the evaluations of subordinate maintenance staff.
- Maintain a variety of records and reports such as personnel reports, work projects~~s~~ reports, spraying reports and payroll reports.

- Participate in the maintenance and repair of streets and operate a variety of maintenance equipment.
- Investigate complaints and recommend corrective actions as necessary to resolve complaints, explaining programs and policies.
- Inspect the work of crews while in progress and provide advice and assistance to subordinate maintenance personnel.
- Assist in preparing the division budgets.
- Ensure compliance to established safety rules and performance of duties rules and procedures in the operation of equipment.
- Supervise and train subordinates.
- Assist in the preparation of specifications for the purchase of equipment and tools.
- Estimate labor and material costs, review plans and assist in the specifications for bid packages and service contracts.
- Direct and supervise the preparation and application of chemicals for the control and eradication of plant and lawn pests and diseases.
- Monitor special programs and service contracts.

MINIMUM QUALIFICATIONS

Knowledge of:

- Materials, methods, techniques and equipment used in the construction, operation, installation and maintenance of streets, parks, trees and buildings facilities and repair activities.
- Safe construction and maintenance practices and procedures required in performing and directing assignments in Streets, Parks ~~and Trees~~, and Buildings and Grounds maintenance activities.
- Principles and practices of effective customer relations.
- Basic computer skills; word processing, spreadsheets, and computerized maintenance managements systems.
- Backflow and cross connections principles and operations of backflow devices.
- Procedures and techniques used in horticulture.

- Plant pests and diseases and methods for their control and eradication.
- Methods and practices used in the supervision and training of personnel and evaluations.
- Occupational hazards and standard safety precautions necessary in the work.
- Plumbing, electrical, cement work, basic carpentry and hydraulics related to the installation of irrigation systems.
- Principles of supervision.

Ability to:

- Effectively direct maintenance personnel in the performance of streets, parks, buildings and grounds and facility development, repair and upkeep tasks.
- Estimate labor and material requirements and implement decisions.
- Communicate clearly and concisely, both orally and in writing.
- Use computerized tracking of labor, parts, equipment and maintenance costs.
- Understand and carry out oral and written instructions.
- Identify problems and supervise their correction.
- Establish and effectively maintain cooperative working relationships with those contacted during the course of work.
- Respond effectively to emergency situations as they arise.
- Supervise and train subordinates.
- Develop and maintain necessary written records, logs, schedules and reports.
- Administer a Division budget.

EXPERIENCE AND EDUCATION

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Four years experience performing increasingly responsible assignments equivalent to those

performed by a Senior Maintenance Worker, Team Leader, or Public ~~Works~~~~Facilities~~ Maintenance Assistant Supervisor.

Education:

Equivalent to the possession of an Associate's Degree with some coursework in construction, facilities, ornamental horticulture management, business or related fields within four years of appointment. (Must have a minimum of 30 college semester units at the time of appointment and obtain a total of 60 semester units within four years of appointment.)

Additional qualifying experience may be substituted for the required education on a year-for-year basis.

LICENSE OR CERTIFICATE

License

Possession of an appropriate, valid California Class B Driver's License and proof of automobile liability insurance at the time of appointment, to be maintained as a condition of continued employment.

Certificate

Must possess three of the following certifications ~~at the time of appointment and~~ within twenty-four (24) months of appointment and maintain certificates in current status.

- Pesticide Applicator's Certificate
- Playground Safety Certificate
- Certified Pool Operator
- Signs II and Pavement Markings II certificates or Risk Management Association approved equivalents (both are required, and will count as one of the three required certifications)
- Possession of a Hazardous Materials First Responder, Awareness Level (FRA) Certification

DESIRABLE QUALIFICATIONS

Possession of an Associate's Degree in a related field.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read and write, view computer screens, make observations. Use of hands and fingers for use of computer keyboard, copy machine, filing, writing, answering telephones, operating hand and power tools, driving vehicles and heavy equipment; hear well enough to converse on the radio, telephone and in person assisting customers; bodily mobility to walk, bend, stand, crouch or climb for extended periods of time and to operate assigned equipment and vehicles and perform heavy, manual labor for extended periods, able to work at elevated heights for extended periods, able to tolerate extreme fluctuations in temperature while performing essential functions and be able to lift equipment as necessary.

Class Revised: 2/02
4/03
2/13
9/21
4/22
09/26/2023

Reviewed and Approved:

Personnel Officer

Date



PUBLIC WORKS FACILITIES MAINTENANCE ASSISTANT SUPERVISOR

DEFINITION:

Under general direction, performs skilled and lead work over a crew of maintenance personnel in street maintenance, parks, tree trimming, buildings and ground maintenance, street and sign painting, landscape assessments, and storm basins.

This classification is assigned to the Turlock City Employees Association bargaining unit for labor relations purposes and is subject to overtime, call-back and standby assignments.

SUPERVISION RECEIVED AND EXERCISED

General supervision is received by the Public WorksFacilities Maintenance Supervisor.

Supervision exercised includes direct supervision of self-directed work teams and the ability to take the lead role in the more complex and challenging projects.

EXAMPLES OF DUTIES: Duties may include, but are not limited to:

- Lead and assist subordinates in the maintenance, repair and upkeep of parks, buildings, streets and related facilities.
- Acts as project leader on special projects requiring the supervision of other staff to complete projects.
- Inspect and review the work of subordinate personnel.
- Determine type and quantity of material required for landscape of facility repair or installation projects and utilize established procedures to make necessary purchases.
- Perform skilled park and street maintenance and repair work; operate a variety of maintenance equipment including: backhoe, tractor, grader, trencher, gang mower and loader, air compressor and jackhammer.
- Plant, prune, and water trees and shrubs.
- Assist in the performance evaluations of subordinate personnel.

- Maintain a variety of records and reports such as personnel reports, work projects reports, spraying reports and payroll reports.
- Conduct spraying tasks involving herbicides, insecticides and fungicides.
- Train and supervise Parks, Streets, and Public WorksFacilities personnel.
- Ensure the application of basic safety rules, in the operation of equipment and work techniques.
- Break up concrete and asphalt; prepare street for patching and paving as assigned.
- Assist Public WorksFacilities Maintenance Supervisor and Parks, Streets, and Public Facilities Superintendent.
- Perform preventative maintenance on equipment to ensure proper and safe operation.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge of:

- Materials, methods, practices and equipment used in street construction and maintenance activities.
- Technical tree trimming methods, techniques, equipment and procedures to ensure safe traffic passage on the public right of way.
- Occupational hazards and standard safety precautions necessary in the work place.
- Operation of heavy or light equipment depending on area of assignment.
- Materials, methods, practices and equipment used in park maintenance, modification and facility repair activities.
- Procedures and techniques used in horticulture.
- Plant pests and diseases, and methods for their control and eradication.
- Methods and practices used in the supervision and training of personnel.
- Plumbing, electrical, cement work, basic carpentry and hydraulics related to the installation of irrigation systems.

Ability to:

- Lead maintenance personnel in the performance of grounds and facility development, repair and upkeep tasks, construction and maintenance of streets, sign installation and painting.
- Perform skilled landscape installation, maintenance and repair activities; read work plans and blueprints.
- Operate a variety of equipment used in street maintenance, repair and tree trimming, park maintenance, ground development, landscape assessments, and storm basins.
- Perform a wide variety of skilled street maintenance and repair work.
- Identify park and facility problems and supervise their correction.
- Communicate clearly and concisely, both orally and in writing.
- Understand and carry out oral and written instructions.
- Supervise and train subordinates.
- Develop and maintain necessary written records, logs, schedules and reports.
- Establish and maintain effective working relationships with those contacted during the course of work.

EXPERIENCE:

Requires a minimum of ~~six~~ four years of work experience, two of which must have been ~~with the City of Turlock,~~ performing increasingly responsible duties in facilities maintenance related to public parks, grounds, streets and buildings. This position also requires a minimum of two years experience performing leadworker or supervisory duties. (Two years of supervisory experience in a related field can be applied to the ~~four~~six year experience requirement.)

EDUCATION & TRAINING:

Requires completion of high school or G.E.D. and 18 college semester units in general education, construction, maintenance, ornamental horticulture or related field. Three of the eighteen units shall be in the field of supervision or management.

Additional qualifying experience may be substituted for the required education on a year-for-year basis.

LICENSE AND/OR CERTIFICATE

Must possess three of the following certifications within twenty-four (24) months of at the time of appointment and maintain certificates in current status.

Certificate

- Pesticide Applicator's Certificate
- Playground Safety Certificate
- Certified Pool Operator
- Signs II and Pavement Markings II certificates or Risk Management Association approved equivalents (both are required, and will count as one of the three required certifications)
- Possession of a Hazardous Materials First Responder, Awareness Level, (FRA) Certification

License

Possession of an appropriate, valid California Class B Driver's License and proof of automobile liability insurance at the time of appointment, to be maintained as a condition of continued employment.

DESIRABLE QUALIFICATIONS

Possession of an Associate's Degree in a related field.

PHYSICAL REQUIREMENTS:

Maintain the following physical abilities: see well enough to read and write, view computer screens, make observations. Use of hands and fingers for use of computer keyboard, copy machine, filing, writing, answering telephones, operating hand and power tools, driving vehicles and heavy equipment; hear well enough to converse on the radio, telephone and in person assisting customers; bodily mobility to walk, bend, stand, crouch or climb for extended periods of time and to operate assigned equipment and vehicles and perform heavy, manual labor for extended periods, able to work at elevated heights for extended periods, able to tolerate extreme fluctuations in temperature while performing essential functions and be able to lift equipment as necessary.

Class Established: 8/95
Class Revised: 2/02
4/03
2/13
9/21
4/22
09/26/2023

Reviewed and Approved:

Personnel Officer

Date

City Council Staff Report

September 26, 2023



From: Reagan M. Wilson, City Manager

Prepared by: Anthony Sims, Economic Development Director-Communications Officer

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Renewing the Downtown Turlock Property and Business Improvement District, approving the assessment formula, declaring the results of the majority protest proceedings and ordering the levying of the assessments

2. SYNOPSIS:

The DTPBID is a benefit assessment district whose primary goal is to provide improvements, maintenance, and activities which constitute and convey a special benefit to assessed parcels. This approach has been used successfully in other cities throughout the country to provide special benefits to property owners, namely increased sales, attraction of new tenants, increased occupancies, and specifically increased property values.

DTPBID property owners decided to pursue renewal of the DTPBID in order to continue a revenue source devoted to providing special benefits to assessed property owners. If renewed, the DTPBID would generate approximately \$213,957.00 in assessment revenue on an annual basis for improvements, maintenance, marketing, events & advocacy, and related administration that are above and beyond those provided by the City and other government agencies.

3. DISCUSSION OF ISSUE:

The DTPBID is a benefit assessment district whose primary goal is to provide improvements, maintenance, and activities which constitute and convey a special benefit to assessed parcels. This approach has been used successfully in other cities throughout the country to provide special benefits to property owners, namely increased sales, attraction of new tenants, increased occupancies, and specifically increased property values.

DTPBID property owners decided to pursue renewal of the DTPBID in order to continue a revenue source devoted to providing special benefits to assessed property owners. If renewed, the DTPBID would generate approximately \$213,957.00 in assessment revenue on an annual basis for improvements, maintenance, marketing, events & advocacy, and related administration that are above and beyond those provided by the City and other government agencies.

The Management District Plan (Exhibit 2) includes the proposed boundary of the DTPBID, a service plan, assessment methodology, budget, proposed means of governance, and Engineer's Report. The DTPBID boundaries (Exhibit 1) generally run along Main Street from the corner of Lexington Avenue and Main Street to the corner of Main Street and South Palm Street. The DTPBID also goes down S Broadway Street from Main Street to the corner of A Street and South Broadway Street, as well as running along Market Street from the corner of Main Street and Market Street to the corner of Market Street and South Broadway Street. On the corner of Main Street and South Thor Street, the DTPBID runs to the corner of South Thor Street and Crane Avenue for parcels facing east. On North 1st street, the DTPBID runs from the corner of North 1st Street and Olive Street to Main Street, while also continuing to the corner of A Street and South 1st Street for parcels facing west.

The renewed DTPBID will have a ten (10) year life. The assessment will be implemented beginning January 1, 2024, through December 31, 2033. Once per year beginning on the anniversary of DTPBID renewal, there is a 30-day period in which property owners paying fifty percent (50%) or more of the assessment may protest and begin proceedings to terminate the DTPBID.

The assessment will be collected by the County of Stanislaus on an annual basis from each assessed property owner, and forwarded to the City as provided in the Management District Plan. The City shall forward the assessments to the Turlock Downtown Property Owners Association (TDPOA), which will have the responsibility of managing DTPBID programs as provided in the Management District Plan.

4. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative: H. POLICY INITIATIVE – COMMUNITY PROGRAMS AND FACILITIES AND INFRASTRUCTURE:

Goal(s): c. i) Partner with community stakeholders to promote Turlock as a tourist destination for the arts, sports, facilities, and special events.

5. FISCAL IMPACT / BUDGET AMENDMENT:

City owned parcels are assessed for approximately \$16,445.77 for the first year of operation. During the Fiscal Year 2023-2024 only \$10,000.00 was appropriated to Fund 110 "General" account 110-10-112.47070_004 "Property Taxes BCH (Downtown Business District)". Staff will execute an Administrative Budget Transfer to fund the remaining balance needed.

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

The Council could choose not to renew the DTPBID, however, staff does not recommend this option.

10. ATTACHMENTS:

- A. Draft resolution
 - Exhibit 1: Turlock PBID Boundary Map
 - Exhibit 2: Management District Plan
- B. Assessment Diagram (Proposed Boundaries of Turlock Downtown Improvement District No. 4)

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RENEWING THE DOWNTOWN TURLOCK PROPERTY AND BUSINESS IMPROVEMENT DISTRICT, APPROVING THE ASSESSMENT FORMULA, DECLARING THE RESULTS OF THE MAJORITY PROTEST PROCEEDINGS AND ORDERING THE LEVYING OF THE ASSESSMENT	} } } } } } } }	RESOLUTION 2023-XXX
--	--------------------------------------	----------------------------

WHEREAS, the Downtown Turlock Property and Business Improvement District (DTPBID) was established in 1998, and was subsequently renewed in 2003 for a ten (10) year term, then again in 2013 for another ten (10) year term, which ends December 31, 2023; and

WHEREAS, the Property and Business Improvement District Law of 1994, Streets and Highways Code §36600 et seq. authorizes cities to establish and renew property and business improvement districts upon petition by a weighted majority of property owners within the proposed district and affirmative ballot; and

WHEREAS, a majority of the property owners subject to assessment, weighted according to the amount of assessment to be paid by each property owner, have petitioned the City Council to renew the proposed DTPBID; and

WHEREAS, on August 8, 2023, the City Council adopted Resolution No. 2023-193, which was the Resolution of Intention to renew the DTPBID; and

WHEREAS, on September 26, 2023, at 6:00 PM, at City Hall located at 156 S. Broadway, Turlock, CA 95380, City Council conducted a public hearing on renewing the Downtown Turlock Property and Business Improvement District, approving the assessment formula and engineer's report, declaring the results of the majority protest proceedings and ordering the levying of the assessments; and

WHEREAS, all written and oral protests made or filed were duly heard, evidence for and against the proposed action was received, and a full, fair and complete hearing was granted and held; and

WHEREAS, pursuant to California Constitution Article XIII D, ballots were mailed to property owners within the boundaries of the DTPBID, and, among those ballots returned to the City, a weighted majority of the property owners within the DTPBID have approved renewal of the DTPBID; and

WHEREAS, a detailed engineer's report prepared by a registered professional engineer certified by the State of California, in support of the DTPBID's assessments, has been prepared, is incorporated in the Management District Plan, and is on file with the Office of the City Clerk and is incorporated herein by this reference "Exhibit 2 - Engineer's Report."

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock as follows:

Section 1. The recitals set forth herein are true and correct.

Section 2. The DTPBID is hereby renewed for a ten (10) year term, beginning January 1, 2024 and ending ten (10) years from the start date, and the annual assessment is hereby levied for each year of the entire term of the DTPBID. The initial annual assessment will total approximately \$213,957.00. The annual budget may be subject to an increase in assessment rates of no more than five percent (5%) per year. The assessment funds will be supplemented by non-assessment funds (such as grants and event income), so that the total budget for the initial year is estimated at \$228,643.05, as detailed in the Engineer’s Report.

Section 3. The Management District Plan and Engineer’s Report dated July 7, 2023 is hereby adopted and approved.

Section 4. The assessment shall be imposed on properties within the DTPBID. The DTPBID boundaries generally run along Main Street from the corner of Lexington Avenue and Main Street to the corner of Main Street and South Palm Street. The DTPBID also goes down S Broadway Street from Main Street to the corner of A Street and South Broadway Street, as well as running along Market Street from the corner of Main Street and Market Street to the corner of Market Street and South Broadway Street. On the corner of Main Street and South Thor Street, the DTPBID runs to the corner of South Thor Street and Crane Avenue for parcels facing east. On North 1st street, the DTPBID runs from the corner of North 1st Street and Olive Street to Main Street, while also continuing to the corner of A Street and South 1st Street for parcels facing west. A boundary map is attached hereto and incorporated herein by reference as “Exhibit 1.”

Section 5. The assessment rate (cost to the parcel owner) is based on parcel size, 1st floor building square footage, and parcel type. The initial annual rate to each parcel is shown in the table below. Assessment rates may be subject to an increase up to five percent (5%) per year.

Initial Assessment Rate		
Parcel Type	Parcel Size (sq. ft.)	1st Floor Building Sq. Ft
Zone One Commercial	\$0.10	\$0.36
Zone One Private Parking Lots and Vacant Lots	\$0.10	n/a
Blue Zone Parcels	\$0.05	\$0.18

Section 6. The Assessment Roll for the DTPBID, City of Turlock, State of California has been filed with the City Clerk, and is hereby approved.

Section 7. The assessments shall be collected in accordance with Section 36631 of the Streets and Highways Code.

Section 8. The assessment levied for the DTPBID shall be applied towards economic revitalization, maintenance, marketing, events & advocacy, and related administration programs directly and only to assessed parcels within its boundaries.

Section 9. Bonds shall not be issued.

Section 10. Properties within the DTPBID are subject to any amendments to Part 7 (commencing with Section 36600) to Division 18 of the Streets and Highways Code.

Section 11. The improvements, maintenance and activities to be provided in the DTPBID will be funded by the levy of the assessments specified in the assessment roll. The revenue from the levy of such assessments shall not be used to provide improvements or activities outside the district or for any purpose other than the purposes specified in the Resolution of Intention and Management District Plan. Notwithstanding the foregoing, improvements and activities that must be provided outside the DTPBID boundaries to create a special benefit to the assessed parcels may be provided but shall be limited to marketing or signage pointing to the DTPBID.

Section 12. All assessed property within the DTPBID will be benefited specially and directly by the improvements and activities funded by the assessments proposed to be levied.

Section 13. The City Clerk is directed to take all necessary actions to complete the establishment of the DTPBID. The City Clerk is directed to record a notice and assessment diagram in the County Recorder's Office as required by Streets and Highways Code section 36627.

Section 14. If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the resolution. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phrases hereof be declares invalid or unconstitutional.

Section 15. This resolution shall take effect immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of September, 2023, by the following vote.

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

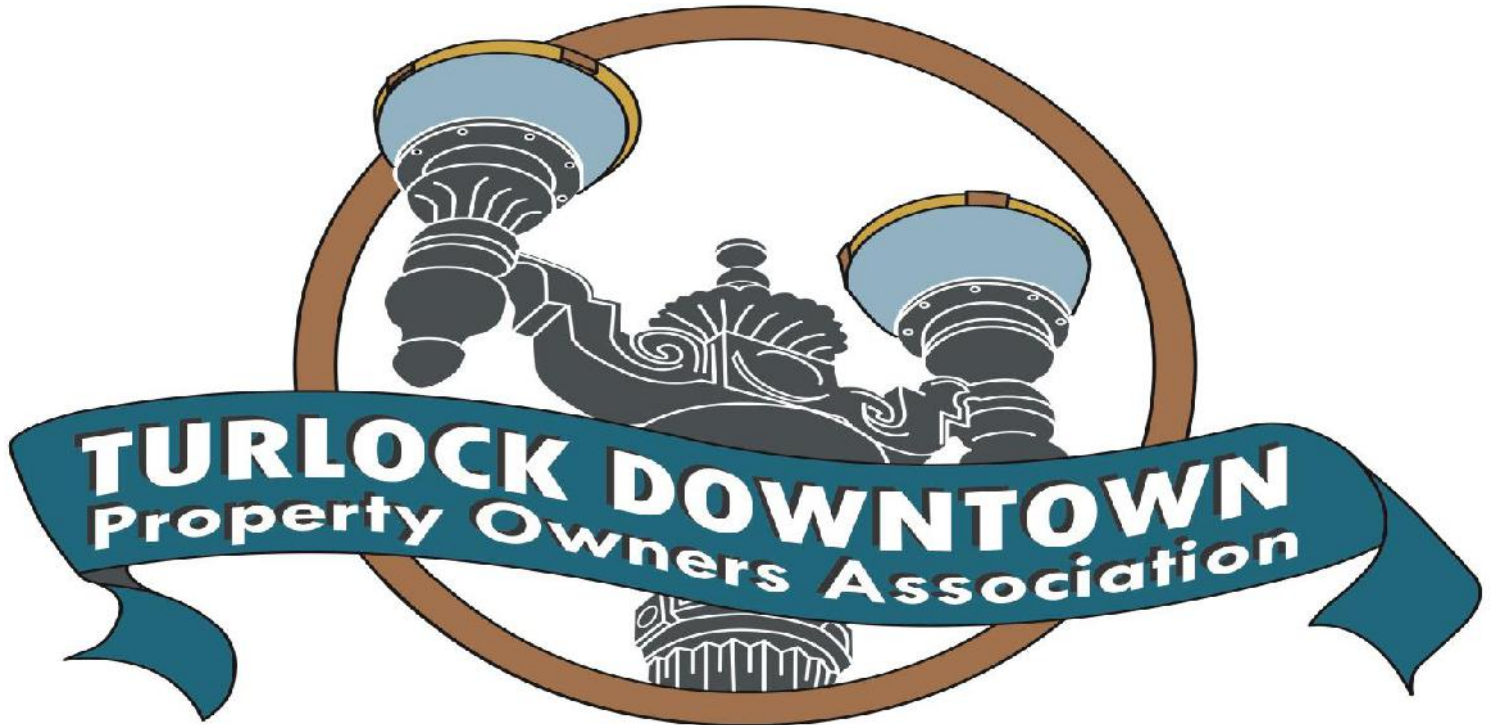
Julie Christel, City Clerk,
City of Turlock, County of Stanislaus, State
of California

EXHIBIT 1 – Turlock PBID Boundary Map



Exhibit 2

2024-2033



**DOWNTOWN TURLOCK PROPERTY AND
BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT DISTRICT PLAN**

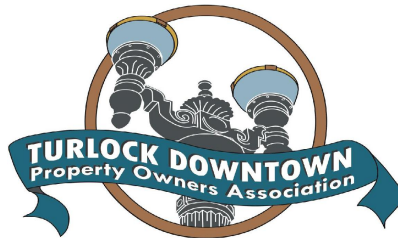
Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.

July 7, 2023

Contents

I.	Overview	1
II.	Impetus	3
III.	Background.....	4
IV.	Boundaries.....	5
V.	Service Plan & Budget	6
VI.	Assessment rate.....	10
VII.	Governance.....	11
VIII.	Engineer’s Report.....	12
	Appendix 1 – Maximum Annual Assessment Rates.....	24
	Appendix 2 – PBID law	25
	Appendix 3 – Map.....	36
	Appendix 4- Parcel Assessment Calculations.....	37
	Appendix 5– Total Estimated Maximum Cost Of Improvements, Maintenance And Activities	40

Prepared by Civitas



I. OVERVIEW

Developed by a growing coalition of property owners, the Downtown Turlock Property and Business Improvement District (DTPBID) is a benefit assessment district whose main goal is to provide improvements, maintenance, and activities which constitute and convey a special benefit to assessed parcels. This approach has been used successfully in other cities throughout the country to provide special benefits to property owners, namely increased sales, attraction of new tenants, increased occupancies, and specifically increased property values. The DTPBID was first created in 1998 and was subsequently renewed in 2003 for 10 years, then again in 2013 for another 10 years, and has reached the end of the current term, and property owners now wish to renew the DTPBID for another ten (10) year term. The renewed DTPBID will continue to provide services above and beyond those furnished by the City of Turlock, for the direct benefit of assessed parcels. As required by state law, property owners have created this Management District Plan (Plan) to renew the DTPBID.

Location: The DTPBID boundaries generally run along Main Street from the corner of Lexington Avenue and Main Street to the corner of Main Street and South Palm Street. The DTPBID also goes down S Broadway Street from Main Street to the corner of A Street and South Broadway Street, as well as running along Market Street from the corner of Main Street and Market Street to the corner of Market Street and South Broadway Street. On the corner of Main Street and South Thor Street, the DTPBID runs to the corner of South Thor Street and Crane Avenue for parcels facing east. On North 1st street, the DTPBID runs from the corner of North 1st Street and Olive Street to Main Street, while also continuing to the corner of A Street and South 1st Street for parcels facing west. A map is provided in Section IV and Appendix 3.

Purpose: The purpose of the DTPBID is to provide improvements, maintenance, and activities which constitute and convey a special benefit to assessed parcels. The DTPBID will provide maintenance, marketing, events & advocacy, and related administration directly and only to assessed parcels within its boundaries.

Budget: The DTPBID annual assessment budget for the initial year of its ten (10) year operation is anticipated to be \$213,957.00. The annual budget may be subject to an increase in assessment rates of no more than five percent (5%) per year. The assessment funds will be supplemented by non-assessment funds (such as grants and event income), so that the total budget for the initial year is estimated at \$228,643.05. The amount of non-assessment funds is the minimum amount necessary to pay for the general benefit provided by DTPBID programs. Further detail on the separation of special and general benefit is provided in Section VIII.

Cost: The assessment rate (cost to the parcel owner) is based on parcel size, 1st floor building square footage, and parcel type. The initial annual rate to each parcel is shown in the table below. Assessment rates may be subject to an increase up to five percent (5%) per year.

Initial Assessment Rate		
Parcel Type	Parcel Size (sq. ft.)	1 st Floor Building Sq. Ft
Zone One Commercial	\$0.10	\$0.36
Zone One Private Parking Lots and Vacant Lots	\$0.10	n/a
Blue Zone Parcels	\$0.05	\$0.18

Renewal: DTPBID renewal requires submittal of petitions from property owners representing more than fifty percent (50%) of the total assessment. The “Right to Vote on Taxes Act” (also known as Proposition 218) requires a ballot vote in which more than fifty percent (50%) of the ballots received, weighted by assessment, be in support of the DTPBID.

Duration: The DTPBID will have a ten (10) year-life beginning January 1, 2024, through December 31, 2033. Near the end of the term, the petition, ballot, and City Council hearing process must be repeated for the DTPBID to be renewed. Once per year, beginning on the anniversary of DTPBID renewal, there is a thirty (30) day period in which owners paying fifty percent (50%) or more of the assessment may protest and initiate a jurisdiction hearing on DTPBID termination. If the renewal is approved, the City of Turlock would contract with the Turlock Downtown Property Owners Association. The City contract would have a three (3) year term with an option to renew in year three (3) and six (6).

Management: The Turlock Downtown Property Owners Association (TDPOA) will continue to serve as the Owners’ Association for the DTPBID.



II. IMPETUS

There are several reasons why now is the time to renew the DTPBID. The most compelling reasons are as follows.

1. The Need to be Proactive in Determining the Future of Downtown Turlock.

In order to protect their investment, parcel owners must continue to be partners in the process that determines the level and frequency of services, and how new improvements and development projects are implemented. The DTPBID will allow these owners to lead and shape future services and improvements through the DTPBID.

2. The Need to Attract New Business and Investment Throughout Downtown Turlock.

If Downtown Turlock is to compete as a successful commercial district it must develop its own well-financed, proactive strategy to retain businesses and tenants as well as attract new business and investment. The DTPBID provides the financial resources to develop and implement a focused strategy that will work to prevent and fill vacancies and attract new tenants to all areas of Downtown Turlock.

3. An Opportunity to Create a Private/Public Partnership with a Unified Voice for Downtown Turlock.

Because parcel owners would be continuing to invest financial resources through the DTPBID, they will be looked upon as a strong partner in negotiations with the City. This partnership will have the ability to leverage the parcel owner's investment with additional public investment in Downtown Turlock.

4. An Opportunity to Establish Private Sector Management and Accountability.

TPDOA will continue to manage the services provided to the DTPBID. Annual DTPBID work plans and budgets are developed by a board composed of a majority of stakeholders that own property in the Downtown Turlock. Improvements, maintenance, and activities provided by the DTPBID are subject to private sector performance standards, controls, and accountability.

III. BACKGROUND

The International Downtown Association estimates that more than 2,500 Property and Business Improvement Districts (PBIDs) currently operate throughout North America. PBIDs are a time-tested tool for property owners who wish to come together and obtain collective services which benefit their properties.

PBIDs provide supplemental services in addition to those provided by local government. They may also finance physical and capital improvements. These improvements, maintenance, and activities are concentrated within a distinct geographic area and are funded by a special parcel assessment. Services and improvements are only provided to those who pay the assessment.

Although funds are collected by the local government, they are then directed to a private nonprofit. The nonprofit implements services and provides day-to-day oversight. The nonprofit is managed by a Board of Directors representing those who pay the assessment, to help ensure the services meet the needs of property owners and are responsive to changing conditions within the PBID.

PBIDs all over the globe have been proven to work by providing services that improve the overall viability of commercial districts, resulting in higher property values, lease rates, occupancy rates, and sales volumes.

The DTPBID will be renewed pursuant to a state law that took effect in January of 1995. The “Property and Business Improvement District Law of 1994,” which was signed into law by Governor Pete Wilson, ushered in a new generation of Property and Business Improvement Districts in California. Key provisions of the law include:

- Allows a wide variety of services which are tailored to meet specific needs of assessed properties in each individual PBID;
- Requires property owner input and support throughout the renewal process;
- Requires written support on both a petition and ballot from property owners paying 50% of proposed assessments;
- Allows for a designated, private nonprofit corporation to manage funds and implement programs, with oversight from property owners and the City;
- Requires limits for assessment rates to ensure that they do not exceed the amount owners are willing to pay; and
- Requires the PBID be renewed after a certain time period, making it accountable to property owners.

The “Property and Business Improvement Business District Law of 1994” is provided in Appendix 2 of this document.

IV. BOUNDARIES

The DTPBID boundaries generally run along Main Street from the corner of Lexington Avenue and Main Street to the corner of Main Street and South Palm Street. The DTPBID also goes down S Broadway Street from Main Street to the corner of A Street and South Broadway Street, as well as running along Market Street from the corner of Main Street and Market Street to the corner of Market Street and South Broadway Street. On the corner of Main Street and South Thor Street the DTPBID runs to the corner of South Thor Street and Crane Avenue for parcels facing east. On North 1st street, the DTPBID runs from the corner of North 1st Street and Olive Street to Main Street, while also continuing to the corner of A Street and South 1st Street for parcels facing west.

The service area includes approximately seventy-two (72) properties with fifty-five (55) assessed property owners. The DTPBID boundary is illustrated by the map below. A larger map is available on request by calling (916)437-4300 or (800)999-7781.



V. SERVICE PLAN & BUDGET

A. History & Renewal

The DTPBID is a special benefit assessment district that conveys special benefits to assessed parcels located within the district boundaries. The DTPBID was formed on August 6th of 1998 using the Property & Business Improvement District Law of 1994.

In 2001, TDPOA entered into a partnership with the City of Turlock to redevelop a six-block area in the downtown. This comprehensive \$21 million project replaced the aging streets, sidewalks, lighting, trees, landscaping, signage, and infrastructure with a new and more attractive look, as well as improved parking areas.

The Downtown Property Owners formed an improvement district to help fund the increased maintenance of this investment, as well as programs to market and promote the downtown area. The DTPBID was renewed in 2003 and again in 2013 to continue the funding of maintenance and promotions. The approved tax rate was approximately forty-four cents (\$0.44) per year, per square foot of first floor building area, with a built-in cost adjustment, the current rate was raised to approximately fifty-four (\$0.54) per square foot, and is now currently at forty-two and three-quarter cents (\$0.4275) at the time preceding this renewal.

The current DTPBID expires in 2023 and must be re-approved by property owners if they wish to continue to maintain the redeveloped downtown area. A renewed DTPBID may include any tax rate the property owners desire in accordance with the level of maintenance and promotional activity they desire. The current TDPOA Board is in the process of revising the DTPBID agreement terms with the City of Turlock for approval of both Downtown Property Owners and City Council.

A service plan to provide special benefits to assessed properties was developed using several methods. A series of property owners meetings and an analysis of current property conditions were conducted. The primary needs identified were: maintenance, and marketing, events & advocacy services. To meet those needs, the DTPBID will provide maintenance, marketing, events & advocacy, and related administration services to assessed parcels within its boundaries.

B. Improvements, Maintenance and Activities

The DTPBID will provide supplemental improvements, maintenance and activities that are above and beyond those provided by the City and other government agencies. None of the services to be provided by the DTPBID are provided by the City or other government agencies. The improvements and activities will be provided directly and only to assessed parcels; they will not be provided to parcels that are not assessed. Each and every service is unique to the DTPBID, thus the benefits provided are particular and distinct to each assessed parcel.

1. Maintenance

Maintenance programs will focus on making the DTPBID a cleaner and more inviting place to do business. Maintenance programs may include, but are not limited to:

- Maintenance of landscape shrubs, flowerbeds and pots;
- Maintenance of hardscape;

- Weed control;
- Maintenance and planting flowers;
- Approval of signage and/or public art; and
- Paver maintenance.

2. Marketing, Events, & Advocacy

Marketing, Events, & Advocacy programs will aim to increase TDPOA's capacity to assist small businesses and office properties recover from the COVID-19 pandemic, plus provide adequate resources to support marketing, placemaking, and other activities that aim to bring prosperity and vitality to Downtown Turlock. Advocacy programs will utilize dedicated staff time to provide unified attention, communication, and responsiveness throughout the DTPBID and provide a unified voice to represent the DTPBID's best interests at local government agencies. These programs may include, but are not limited to:

- Provide services to strengthen existing businesses and support innovation in the Downtown Turlock area;
- Business recruitment and retention;
- Helping business and property owners navigate City processes;
- Advocacy and a united voice for downtown property owners on concerns;
- Downtown events;
- Holiday tree lights and pole decorations;
- Part of the downtown map distributed to hotels and around Turlock;
- Featured on website;
- Marketing Downtown; and
- Bringing events downtown to activate the area.

3. Administration

The administration portion of the budget will be utilized for administrative costs associated with providing the services. Those costs may include rent, telephone charges, legal fees, accounting fees, postage, administrative staff, insurance, and other general office expenses.

4. Contingency/Reserve

The budget includes a contingency line item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration or renewal costs at the discretion of the Owners' Association. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board of Directors of the Owners' Association. The reserve fund may be used for the costs of renewing the DTPBID.

C. Annual Assessment Budget

A projected ten (10) year budget for the DTPBID is provided below. The overall assessment budget shall remain consistent with this Plan. In the event of a legal challenge, assessment funds may be used to defend the DTPBID. The annual assessment budget is based on the following assumptions and guidelines:

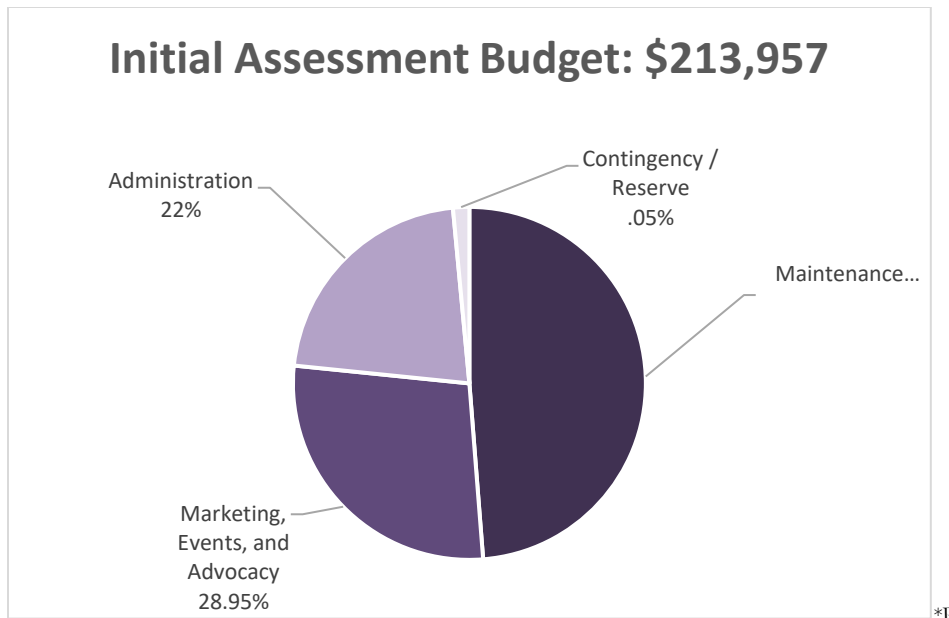
1. The cost of providing improvements, maintenance and activities may vary depending upon the market cost for those improvements, maintenance and activities. Expenditures may require

adjustment up or down to continue the intended level of improvements, maintenance and activities. The TDPOA and their board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. Any change will be approved by the TDPOA and submitted with the Annual Report.

2. Funds not spent in any given year may be rolled over to the next year.
3. The assessment rate may be subject to annual increases that will not exceed five percent (5%) per year. Increases will be determined by the TDPOA and will vary each year. The projections below illustrate the maximum annual five percent (5%) increase for all budget items.
4. Each budget category includes all costs related to providing that service. For example, the maintenance budget includes the cost of staff time dedicated to overseeing and implementing the maintenance program. Staff time dedicated purely to administrative tasks is allocated to the administration portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories. The staffing levels necessary to provide the DTPBID services will be determined by the Owners' Association on an as-needed basis.

D. Service Budget

The total improvement, maintenance and activity budget for the first year of renewal that is funded by property assessments is \$213,957.00. In addition to the assessment revenue, the programs will be supplemented by non-assessment funds. The total of non-assessment funds, and the determination of special and general benefit, is included in the Engineer's Report and Appendix 4. An illustration of the estimated total budget allocations for each budget category for the ten (10) year life of the DTPBID is shown on the following page. The allocation of the assessment funds is governed by Section E below. Non-assessment funds may be shifted between budget categories as needed by the Owner Associations' Board.



*Please note these percentages have been rounded to the closest percent or half percent.

E. Annual Maximum Assessment Budget

The budget below assumes the maximum annual increase of up to five percent (5%) is enacted and that there are no changes to the categorical budget allocations.

Year	Maintenance	Marketing, Events, & Advocacy	Administration	Contingency/ Reserve	Total
2024	\$104,250	\$60,700	\$47,050	\$1,957	\$213,957
2025	\$109,463	\$63,735	\$49,403	\$2,055	\$224,656
2026	\$114,936	\$66,922	\$51,873	\$2,158	\$235,889
2027	\$120,682	\$70,268	\$54,466	\$2,265	\$247,681
2028	\$126,717	\$73,781	\$57,190	\$2,379	\$260,067
2029	\$133,052	\$77,470	\$60,049	\$2,498	\$273,069
2030	\$139,705	\$81,344	\$63,051	\$2,623	\$286,723
2031	\$146,690	\$85,411	\$66,204	\$2,754	\$301,059
2032	\$154,025	\$89,682	\$69,514	\$2,891	\$316,112
2033	\$161,726	\$94,166	\$72,990	\$3,036	\$331,918
Total	\$1,311,246	\$763,479	\$591,790	\$24,616	\$2,691,131



VI. ASSESSMENT RATE

A. Assessment Formula

Individual assessed parcels shall be assessed an assessment rate according to each assessed parcel's proportionate special benefit derived from the services provided to each assessed parcel, as shown in the table below.

Initial Assessment Rate		
Parcel Type	Parcel Size (sq. ft.)	1 st Floor Building Sq. Ft
Zone One Commercial	\$0.10	\$0.36
Private Parking Lots and Vacant Lots	\$0.10	n/a
Blue Zone Parcels	\$0.05	\$0.18

B. Changes in Zoning, Ownership, First Floor Building Square Footage, Parcel Square Footage, or Parcel Type

If the zoning, ownership, 1st floor square building square footage, parcel square footage, or parcel type within the DTPBID boundary changes during the term of the DTPBID the assessment amount may be modified according to the assessment methodology detailed in this Plan that is applicable to the parcel. These changes may be a result of land adjustments (including but not limited to lot splits, consolidations, right away setbacks, etc.), new construction, new ownership, or changes in zoning.

C. Assessment Notice

During the hearing process, an Assessment Notice will be sent to owners of each parcel in the DTPBID. The Assessment Notice provides an estimated assessment. The final individual assessment for any particular parcel may change, up or down, if the building 1st floor square footage, parcel square footage, private parking lot square footage, or the parcel type differ from those found on the Assessment Notice. A list of parcels to be included in the DTPBID is provided within Appendix 4.

D. Time and Manner for Collecting Assessments

As provided by State Law, the DTPBID assessment will appear as a separate line item on annual property tax bills prepared by the County of Stanislaus. Parcels which do not receive property tax bills will be invoice by the City. Property tax bills are generally distributed in the fall, and payment is expected by lump sum or installment. The County of Stanislaus shall distribute funds collected to the City of Turlock, which shall forward them to the DTPBID. Existing laws for enforcement and appeal of property taxes, including penalties and interest, apply to the DTPBID assessments.

E. Bonds

Bonds shall not be issued.

VII. GOVERNANCE

A. Owners' Association

The DTPBID shall be governed by the TDPOA , with oversight from the Turlock City Council. The TDPOA shall serve as the Owners' Association described in the Streets and Highways Code §36651. The Board of Directors of TDPOA and its staff are charged with the day-to-day operations of the DTPBID.

A majority of the Board of Directors of the TDPOA must be parcel owners paying the assessment. In addition, the Board of Directors must represent a variety of interests within the DTPBID and respond to the needs of all properties within the DTPBID.

B. Brown Act & Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the Board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act.

C. Annual Report

The TDPOA shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 2). The annual report is a prospective report for the upcoming year and must include:

1. Any proposed changes in the boundaries of the DTPBID or in any benefit zones or classification of property within the district;
2. The improvements, maintenance, and activities to be provided for that fiscal year;
3. The estimated cost of providing the improvements, maintenance, and activities to be provided for that fiscal year;
4. The method and basis of levying the assessment in sufficient detail to allow each real property owner to estimate the amount of the assessment to be levied against his or her property for that fiscal year;
5. The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and
6. The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this Plan.

VIII. ENGINEER'S REPORT

The DTPBID's parcel assessments will be imposed in accordance with the provisions of Article XIID of the California Constitution. Article XIID provides that "only special benefits are assessable,"¹ and requires the City to "separate the general benefits from the special benefits conferred on a parcel."² Special benefits are a "particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public-at-large."³ Conversely, a general benefit is "conferred on real property located in the district or to the public-at-large."⁴ Assessment law also mandates that "no assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."⁵

The Engineer determined the total cost of the improvements and activities, quantified the general benefit accruing to the public-at-large and non-assessed parcels adjacent to and within the DTPBID, and separated that amount from the special benefit accruing to the assessed parcels. Then, the Engineer determined the proportional special benefit derived by each parcel and allocated the special benefit value of the improvements and activities accordingly. The Engineer's determinations and detailed calculations are summarized in this report.

A. Separation of General and Special Benefits

Each of the improvements and activities, and the associated costs and assessments within the DTPBID, were reviewed, identified, and allocated based on special and general benefits pursuant to Article XIID of the California Constitution. The assessment has been apportioned based on the proportional special benefits conferred to the assessed parcels located within the DTPBID boundaries as determined below.

1. General Benefits

Unlike special benefits, which are conferred directly and only upon assessed parcels, a general benefit is conferred on the general public or non-assessed parcels. Existing City and other public services, which are provided to every person and parcel, everywhere within the City, are an example of a general benefit. Although the DTPBID's boundaries have been narrowly drawn and programs have been carefully designed to provide special benefits, and activities and improvements will only be provided directly to assessed parcels, it is acknowledged that there will be general benefits as a result of the District's activities and improvements.

The California Constitution mandates that "only special benefits are assessable, and an agency shall separate the general benefits from the special benefits."⁶ "Generally, this separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits."⁷ The first step that must be undertaken to separate general and special benefits provided by the District's activities and improvements is to identify and quantify the general benefits. There are two bodies who can receive general benefits: the public-at-large within the DTPBID, and non-assessed parcels within and surrounding the DTPBID.

¹ Cal. Const., art. XIII D, §4(a)

² Cal. Const., art. XIII D, §4(a)

³ Id., §2(i)

⁴ Cal. Const., art. XIII D §2(i)

⁵ Cal. Const., art. XIII D, §4(a)

⁶ Cal. Const., art. XIII D §4(a)

⁷ Golden Hill Neighborhood Association v. City of San Diego (2011) 199 Cal.App.4th 416

General Benefit to the Public-at-Large

Although the activities and improvements are narrowly designed and carefully implemented to specially benefit the assessed parcels, and only provided directly to assessed parcels, they will generate a general benefit to the public-at-large within the DTPBID. State law indicates that “Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed.”⁸ However, “the mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.”⁹ Further, “the value of any incidental or collateral effects that arise from the improvements, maintenance or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.”¹⁰ Thus, although there may be some incidental benefit to persons engaged in business on the assessed parcels, that incidental benefit is not considered general benefit because it is inherently produced by activities and improvements that provide special benefits to the assessed parcels. There is, however, a general benefit to persons not engaged in business on the assessed parcels.

Intercept surveys conducted in similar districts have found that approximately 98.6% of pedestrian traffic within the district boundaries is engaged in business on assessed parcels, while the remaining approximately 1.4% is simply passing through and not engaging in business on the assessed parcels¹¹. To ensure that the assessment dollars do not fund general benefits to the public-at-large, that portion of the cost of services will be paid for with funds not obtained through assessments. Out of an abundance of caution, the 1.4% figure was rounded to 2% for the purposes of this Engineers Report. The 2% of traffic passing through does not have any connection to the assessed parcels, and therefore does not represent a special benefit to the assessed parcels. The 2% will, however, receive a derivative and indirect general benefit as a result of the activities and improvements being provided in the DTPBID. Therefore, it is estimated that 2% of the benefit created by the DTPBID’s services is general benefit provided to the public-at-large. To ensure that the assessment dollars do not fund general benefits to the public-at-large, that portion of the cost of activities and improvements will be paid for with funds not obtained through assessments. Using the 2% figure, based on the initial year activity and improvement budget, the value of this general benefit to the public-at-large is \$4572.86 ($\$228,643.05 \times 0.02$).

General Benefit to Non-Assessed Parcels

Although they are only provided directly to the assessed parcels, the DTPBID’s activities and improvements may also confer general benefits upon non-assessed parcels within and surrounding the DTPBID. One study examining property values in PBID areas found “no evidence of spill-over impacts (either good or bad) on commercial properties located just outside the BID’s boundaries;”¹² however, the California Court of Appeals has stated that “services specifically intended for assessed parcels concomitantly confer collateral general benefits to surrounding properties.”¹³ It is reasonable to conclude that activities and improvements within the DTPBID will have an incidental impact on non-assessed parcels surrounding or within the DTPBID boundaries. Although the legislature has

⁸ Streets and Highways Code section 36601(h)(2)

⁹ Ibid

¹⁰ Streets and Highways Code Section 36622(k)(2)

¹¹ Surveys conducted in: North Park, San Diego (January 2015); Downtown Burbank (October 2017); Downtown Pomona (April 2018); and Sunrise MarketPlace, Citrus Heights (December 2019)

¹² Furman Center for Real Estate & Urban Policy; The Impact of Business Improvement Districts on Property Values: Evidence from New York City (2007) p. 4

¹³ Beutz v. Riverside (2010) 184 Cal.App.4th 1516

indicated that “the value of any incidental or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall *not* be deducted from the entirety of the cost of any special benefit,”¹⁴ the California Court of Appeals has noted that “the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement...or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement.”¹⁵ Those derivative and indirect impacts are considered general benefits and will be quantified and separated.

In this Engineer’s opinion, because activities and improvements are provided only within the DTPBID and on its perimeter, parcels separated from the DTPBID by either at least one intervening parcel or an impassable physical barrier such as a wall, railroad track, freeway, or ditch will not receive spill over benefits. Parcels separated from the DTPBID will not benefit because they are physically removed from the actual location of activities and improvements provided, and do not face serviced parcels. Therefore, this analysis considers non-assessed parcels within the DTPBID’s boundaries and surrounding parcels that are immediately adjacent to and accessible from the DTPBID’s boundaries.

The total DTPBID activity and improvement budget for the first year is \$228,643.05. After reducing the activity and improvement budget by the general benefit to the public-at-large\$4,572.86 the remaining benefit to parcels is \$224,070.19. This benefit has been distributed to both assessed and non-assessed parcels using the following methodology. The general benefit to the public-at-large has been proportionally allocated to the DTPBID’s activity and improvement categories as shown in the following table.

Category	Benefit to Parcels	Benefit to Public-at-Large	Total
Maintenance	\$109,573.31	\$2,236.19	\$111,809.50
Marketing, Events, & Advocacy	\$63,173.45	\$1,289.25	\$64,462.70
Administration	\$49,273.93	\$1,005.59	\$50,279.52
Contingency/Renewal	\$2,049.50	\$41.83	\$2,091.33
TOTAL	\$224,070.19	\$4,572.86	\$228,643.05

To determine the general benefit to parcels, the Engineer assigned each parcel group a benefit factor, determined the appropriate parcel characteristic to use in the calculation, multiplied the benefit factor by the benefit characteristic to determine the benefit units attributable to each parcel group, and apportioned the remaining service cost (service cost minus general benefit to the public) in accordance with the benefit units derived by each parcel group.

Benefit Factors

All parcels within and adjacent to the DTPBID have been assigned a benefit factor to mathematically represent the proportional special and general benefit and quantify the value of each. The determination of benefit factors for each type of activity follows.

¹⁴ Streets and Highways Code section 36622(k)(2)
¹⁵ Tiburon v. Bonander (2009) 180 Cal.App.4th 1057, 1077



Tangible Activities

The tangible activities (those that are physically provided via a person or people working throughout the district) to be provided by the DTPBID generate three types of special benefits:

Service – The primary special benefit provided by the DTPBID’s physical activities is the actual service.

Presence – The DTPBID’s physical activities also provide the special benefit of an individual’s presence on the assessed parcel as the activities are provided, which can have a deterrent effect and creates a positive impression that the area is well-maintained and safe. The “Disneyland effect” is the benefit the parcels receive from the observation that parcels are being maintained. There are studies which link the perception of cleanliness to a perception of increased security.

Proximity – The DTPBID’s physical activities also provide the special benefit of being in proximity to a cleaner, safer parcel. Neighboring parcels enjoy the spillover benefits of being adjacent to increased safety and cleanliness.

The majority of the benefit received by the parcels is the results of the district’s services; onsite presence and proximity are lesser benefits. It is this Engineer’s estimation that seventy-five percent (75%) of the special benefit from the DTPBID’s physical activities is the service, while the presence and proximity benefits each account for twelve and one-half percent (12.5% presence, 12.5% proximity) of the special benefit. Assessed parcels will receive all three benefits; non-assessed parcels within and adjacent to the DTPBID will not be directly serviced and therefore only receive the general benefit of proximity.

Intangible Activities

Some of the DTPBID’s activities, such as marketing, are distinct in that they are not provided to a targeted area within the DTPBID, rather they are provided via Internet, radio, and other forms of media and targeted at an audience outside the DTPBID in an effort to bring the audience into the DTPBID. These activities provide two types of special benefits:

Direct Exposure – The primary special benefit provided by the DTPBID’s intangible activities is exposure. The intangible activities increase awareness of the DTPBID as a commercial and business destination and lead to increased patronage.

Incidental Exposure – The DTPBID’s intangible activities will also have a secondary special benefit of incidental exposure, such as word-of-mouth exposure, that results from the direct exposure and increases awareness of the DTPBID as a commercial and business destination.

The majority of the benefit from these activities is the direct exposure; the incidental exposure is a lesser benefit. It is this Engineer’s estimation that ninety percent (90%) of the special benefit from the intangible activities is direct exposure, while ten percent (10%) is incidental exposure. Assessed parcels will receive both as special benefits; non-assessed parcels within and adjacent to the DTPBID will not be directly marketed and therefore only receive the general benefit of incidental exposure.

Factors Determined

Based on the foregoing analysis, all assessed parcels within the DTPBID specially benefit from the DTPBID’s activities and improvements, and have been assigned a benefit factor of 1.0. Parcels that are not assessed have been assigned benefit factors based on the portion of the benefit they will

receive, as described above. The non-assessed parcels will benefit from 12.5% of the tangible activities and 10% of the intangible activities; therefore they have been assigned benefit factors of 0.125 and 0.10, respectively.

Non-Assessed Benefit Characteristics

There are two types of parcels that are not assessed; those within the DTPBID and those immediately adjacent to and accessible from the DTPBID. Because they generally benefit in a differing manner, distinct parcel characteristics are used to quantify the general benefit to each type.

Inside – Non-assessed parcels inside of the DTPBID are surrounded by parcels that are assessed and receiving the full special benefits; they will, therefore, receive the general benefits of proximity and indirect exposure. These parcels are impacted on more than one side by the DTPBID’s activities, marketing has a direct impact all around them, and activities are provided all around them. Because these parcels are surrounded by specially benefitted parcels, it is appropriate that parcel square footage be used to measure the general benefit they receive.

Adjacent – Adjacent parcels are those that are immediately adjacent to or directly across the street from specially benefitted parcels, and accessible from specially benefitted parcels. These parcels generally benefit differently than those inside the district, because these parcels are adjacent to, rather than surrounded by, specially benefitted parcels. Square footage is not an appropriate measure of benefit to these parcels. Because the parcels are not surrounded by serviced parcels, a long, shallow parcel with the same square footage as a deep, narrow parcel will receive a different level of general benefit. Likewise, two parcels with the same depth but a different width adjacent to serviced parcels will benefit differently. To account for this difference, it is appropriate that parcel linear frontage be used to measure the general benefit the adjacent parcels receive.

Calculations

To quantify and separate the general benefit to non-assessed parcels, the following calculations were undertaken for each budget category.

1. The total service budget for each category was determined and the amount of general benefit to the public-at-large was subtracted from the category budget.
2. The benefit factor applicable to each activity or improvement was multiplied by the parcel square footage or linear frontage of assessed and non-assessed parcels, to determine the number of benefit units received by each parcel group.
3. The benefit units for all parcel groups were summed, and the percentage of benefit units attributable to each parcel group was calculated.
4. The total remaining activity and improvement budget, less the amount already determined to be general benefit to the public-at-large, was allocated to general and special benefit categories for each parcel group using the calculated benefit percent and applicable benefit characteristic methodology.
5. The special and general benefit resulting from the administrative and contingency portions of the budget were determined based on the proportional allocation of benefits derived from activities and improvements.

Maintenance

The maintenance budget, minus the amount of general benefit to the public-at-large, is \$107,573.30. The calculations below determine the amount of general benefit to non-assessed parcels within the DTPBID. The maintenance budget category contains tangible activities; the Engineer used the 0.125 benefit factor to quantify the general benefit.

Parcel Type	Square Footage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Assessed	749,201	X 1.000	= 749,201.00	97.441%	X \$109,573.30	= \$106,769.37
Non-Assessed	157,402	X 0.125	= 19,765.25	2.559%	X \$109,573.30	= \$2,803.94

The maintenance budget, minus the amount of general benefit to the public and non-assessed parcels within the DTPBID, is \$106,769.37. The calculations below determine the amount of general benefit to parcels adjacent to the DTPBID.

Parcel Type	Linear Frontage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Inside	18,838	X 1.000	=18,838.00	97.640%	X \$106,769.37	= \$104,250.00
Adjacent	3,642	X 0.125	= 455.25	2.360%	X \$106,769.37	= \$2,519.37

Therefore, the allocation of the maintenance budget is as follows:

General Benefit – Public-At-Large	\$2,236.19
General Benefit – Inside Parcels	\$2,803.94
General Benefit – Adjacent Parcels	\$2,519.37
Special Benefit	\$104,250.00
Total	\$111,809.50

Marketing, Events, & Advocacy

The marketing, events, & advocacy budget, minus the amount of general benefit to the public-at-large, is \$63,173.45. The calculations below determine the amount of general benefit to non-assessed parcels within the DTPBID. The marketing, events, & advocacy budget category contains intangible activities; the Engineer used the 0.10 benefit factor to quantify the general benefit.

Parcel Type	Square Footage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Assessed	749,201	X 1.000	= 749,201.00	97.441%	X \$63,173.45	= \$61,873.53
Non-Assessed	157,402	X 0.100	= 15,740.20	2.058%	X \$63,173.45	= \$1,299.92

The marketing, events, & advocacy budget, minus the amount of general benefit to the public and non-assessed parcels within the DTPBID, is \$61,873.53. The calculations below determine the amount of general benefit to parcels adjacent to the DTPBID.

Parcel Type	Linear Frontage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Inside	18,838.00	X 1.000	= 18,838.00	98.103%	X \$61,873.53	= \$ 60,700.00
Adjacent	3,642.00	X 0.100	= 364.20	1.897%	X \$61,873.53	= \$ 1,173.53

Therefore, the allocation of the marketing, events, & advocacy budget is as follows:

General Benefit – Public-At-Large	\$1,289.25
General Benefit – Inside Parcels	\$1,299.92
General Benefit – Adjacent Parcels	\$1,173.53
Special Benefit	\$60,700.00
Total	\$64,462.70

Administration/Contingency/Renewal

The contingency/renewal budget lines items relate to the activities and improvements provided. These costs have been allocated proportionally based on the special and general benefit provided by each category.

	Special Benefit to Parcels	General Benefit to Parcels
Maintenance	\$104,250.00	\$5,323.31
Marketing, Events, & Advocacy	\$60,700.00	\$2,473.45
Activity Totals	\$164,950.00	\$7,796.75
Percent	95.4866%	4.5134%
Administration/Contingency/Renewal	\$49,007.00	\$2,316.43
Total Parcel Benefits	\$213,957.00	\$10,113.19

iv. Total Benefits

Based on the foregoing calculations, the total benefits to assessed parcels, non-assessed parcels, and the general public are:

	Special	Parcel General	Public	Total
Maintenance	\$104,250.00	\$5,323.31	\$2,236.19	\$111,809.50
Marketing, Events, & Advocacy	\$60,700.00	\$2,473.45	\$1,289.25	\$64,462.70
Administration/Contingency /Renewal	\$49,007.00	\$2,316.43	\$1,047.42	\$52,370.85
Total	\$213,957.00	\$10,113.19	\$4,572.86	\$228,643.05

c. Non-Assessment Funding

The programs funded by the DTPBID receive additional non-assessment funding in the form of grants, corporate sponsorships, event income, city general fund contributions, and other miscellaneous funds. These funding sources are anticipated to equal or exceed the amount of general benefit conferred annually by the DTPBID’s activities and improvements, \$14,686.05. These non-assessment funds will be used to pay for the general benefit provided by the DTPBID’s activities and improvements, ensuring that parcel assessments will only be used to provide special benefits and “any additional costs of providing general benefits [are] not included in the amounts assessed.”¹⁶

2. Special Benefit

The activities and improvements to be provided by the DTPBID constitute and convey special benefits directly to the assessed parcels. Assessment law requires that “the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided.”¹⁷ Further, “no assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”¹⁸ Special benefit “includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed.”¹⁹

To determine the total special benefit value to be conveyed to the assessed parcels, we deduct the general benefit value (\$14,686.05) from the total value of the activities and improvements (\$228,643.05). The remaining \$213,957.00 is considered the special benefit to assessed parcels (the “Total Assessment”). The Total Assessment represents the total value of the special benefit to be provided by the activities and improvements. The Total Assessment has been proportionally divided among the assessed parcels so that no assessment exceeds the reasonable cost of the proportional special benefit conferred on a parcel. The assessment rate has been designed to ensure that “properties that receive the same proportionate special benefit pay the same assessment.”²⁰

Service Provided	Total Benefit Value	General Benefit Value to Public	Benefit Value to Parcels (Special & General)	Special Benefit to Assessed Parcels
Maintenance	\$111,809.50	\$2,236.19	\$109,573.31	\$104,250.00
Marketing, Events, & Advocacy	\$64,462.70	\$1,289.25	\$63,173.45	\$60,700.00
Administration/Contingency/Renewal	\$52,370.85	\$1,047.42	\$51,323.43	\$49,007.00
TOTAL	\$228,643.05	\$4,572.86	\$224,070.19	\$213,957.00

B. Assessment Methodology

1. Base Formula

Each parcel will be assessed based on proportional special benefits received. The variables used for the annual assessment formula are parcel type, parcel size, 1st floor building size, and benefit zone. These

¹⁶ Streets and Highways Code section 36632(a)
¹⁷ Cal. Const., art XIII D §4(a)
¹⁸ Ibid
¹⁹ Streets and Highways Code section 36615.5
²⁰ *Tiburón v. Bonander* (2009) 180 Cal.App.4th 1057



variables are both appropriate measures of the proportional special benefit because the need for services, level of services, and quantity of services are all relative to these variables; thus the special benefit provided to each parcel by the services can be proportionally measured using these variables. Because the services are not designed to benefit parcels with exclusively single-family residential uses and private tax exempt parcels, parcels with those uses shall not be assessed.

2. Benefit Zones

The District has been divided into two benefit zones which reflect the needs and levels of services provided to parcels in each Zone.

Zone One

Zone one consists of commercial, private parking lots, vacant lots, and publicly-owned parcels. Parcels in Zone one benefit from all of the District's services.

Blue Zone

Parcels in the Blue zone will not receive all activities and improvements but will benefit from the marketing, events & advocacy programs. Because these parcels do not have pavers, they will only benefit from some of the maintenance programs and therefore will have a lower assessment rate.

Determination of Assessment Rates

“Because not all parcels in the district are identical in size...some will receive more special benefit than others.”²¹ Each of the variables used relates directly to the service level and special benefit provided to each parcel. Parcel square footage is the size of the parcel, measured in square feet. Building size is the size of the building(s) on a parcel, measured in square feet. Size is an appropriate measure of proportional special benefit because it relates directly to the quantity of services provided to the parcel, the highest and best use of a parcel, and reflects the long-term value implications of the DTPBID. The larger a parcel or 1st floor building size, the more services and benefit the parcel will receive.

Because not all parcels in the DTPBID are identical in use, some will receive more special benefit than others. For example, a parking lot parcel will benefit to a lesser degree than a commercial parcel, because it will not enjoy the benefits of increased commerce resulting from the services. Further detail on the benefit to each parcel type is in the following pages. To determine the assessment rates, the assessed parcels were classified by the estimated benefit each type of parcel receives, the estimated special benefit value of the activities and improvements provided to each type was determined based on approximate cost of service provision, and an assessment rate that is proportional to the estimated proportional benefit received by each parcel type was determined.

To determine the assessment rates, the estimated special benefit value for each parcel type was divided by the total assessable parcel square footage, 1st floor building square footage, parcel type, and benefit zone as shown in the tables below.

Parcel Type

Parcel types were categorized based on the typical amount of foot and vehicle traffic on the various commercial and private parking lot parcels. Parcels with heavy traffic, such as commercial parcels, will receive the highest level of services. Parcels with lower traffic, such as private parking lot parcels

²¹ *Dahms v. Downtown Pomona* (2009) 174 Cal.App.4th 708

will receive a lower level of services. The approximate cost of services by parcel type was determined. Then, the cost of services by type was divided by the parcel and building square footage of those parcels to determine the assessment rates.

Parcel Size and 1st Floor Building Size

The DTPBID’s services will benefit each assessed parcel as a whole. The service budget which, in this Engineer’s estimation, represents special benefits to the parcels, has been allocated based on parcel size and 1st floor building size.

Parcel Type	Initial Parcel Size Budget	Parcel Square Footage	Initial Parcel Assessment Rate (\$/sqft/yr)
Zone One Commercial	\$60,110.80	601,108	\$0.10
Zone One Private Parking Lots and Vacant Lots	\$3,232.20	32,232	\$0.10
Blue Zone Parcels	\$5793.05	115,861	\$0.05

Parcel Type	Initial 1 st Floor Building Size Budget	1 st Floor Building Square Footage	Initial First Floor Building Assessment Rate (\$/sqft/yr)
Zone One Commercial	\$132,787.56	368,854	\$0.36
Zone One Private Parking Lots and Vacant Lots	n/a	n/a	n/a
Blue Zone Parcels	\$12,042.72	66,904	\$0.18

Summary of Assessment Rates

Therefore, for the initial year, the maximum annual assessment rates to parcels are as shown below and in Appendix 1. Maximum annual assessment rates may be subject to an increase of no more than five (5%) percent per year as shown in Appendix 1.

Initial Assessment Rate		
Parcel Type	Parcel Size (sq. ft.)	1 st Floor Building Sq. Ft
Zone One Commercial	\$0.10	\$0.35
Zone One Private Parking Lots and Vacant Lots	\$0.10	n/a
Blue Zone Parcels	\$0.175	\$0.05

Sample assessment calculations are shown in Appendix 3.

3. Commercial Parcels

Commercial parcels will receive and benefit from all DTPBID services (Maintenance & Tree Trimming, and Marketing, Events, and Advocacy), services, which are aimed to attract and increase customers and



visitors to assessed parcels. These parcels have a commercial component because their owners aim to benefit from tenant rents, increased customers, or increased use by visitors. The primary purpose of the DTPBID is to provide property owner services which generate special benefits to parcels with commercial uses and will therefore be assessed the full rate.

4. Property Tax-Exempt Non-Profit

As stated above, the primary purpose of the DTPBID is to benefit parcels with commercial uses. Because of their non-commercial nature, property tax-exempt parcels owned by non-profit entities and religious institutions will not benefit from the district services.

5. Private Parking Lots and Vacant Lots

Because private parking lots and vacant lots do not have a commercial component, private parking lot and vacant lot parcels be assessed at a reduced rate commensurate to the benefits received as shown in the table above. This rate was developed based on the estimated benefit to private parking lot and vacant lot parcels, which do not have a commercial component – and therefore benefit to a lesser degree than commercial parcels. These parcels are prone to experience nuisance because they are open spaces and are not frequently visited by property owners. The ease of access and infrequent visitation by property owners contributes to nuisance issues. These parcels will benefit in that they will be cleaner and safe, but they benefit to a lesser degree than parcels occupied by commercial businesses.

6. Government- Owned Parcels

Under “The Right to Vote on Taxes Act” (also known as Proposition 218) all public parcels are required to pay assessments unless they can demonstrate by clear and convincing evidence that their parcels do not receive benefit. Parcels owned by the City of Turlock and other public entities will receive and benefit from all of the DTPBID’s services, therefore they will pay the full rate which is commensurate with their “fair share” of all assessments.

7. Non-Assessed Parcels

There are thirty-four (34) parcels within the DTPBID that will not be assessed. These parcels are neither commercial nor non-profit/religious parcels and will not specially benefit from or directly receive the DTPBID’s activities and improvements. These parcels are accounted for in the analysis of general benefit provided to non-assessed parcels within the DTPBID. These parcels have the following uses:

Property Tax Exempt Non-Profit: There is one (1) parcel within the DTPBID boundary that is property tax exempt non-profit. The District’s services are not designed to benefit tax-exempt private parcels, thus this parcels will neither be assessed or receive services.

Free Public Parking Lot Parcels: There are (10) parcels within the DTPBID boundary that are comprised of free public parking lot parcels. These parcels will only receive some of the maintenance services provided by the DTPBID. These parcels offer free public parking and are available for people who work, shop, and conduct business on the assessed parcels. The free parking serves as an incentive to retain and attract businesses to the area by providing consumer traffic to the DTPBID. Therefore, we consider any benefit that the free public parking lots receive from the DTPBID to be accounted for by their in-kind contribution to the DTPBID.

Single Family Residential Parcels: California Streets and Highways Code Section 36632(c) states, “Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and services funded through these assessments and shall not be subject

to any assessment pursuant to this part.” The primary purpose of the DTPBID is to benefit parcels with commercial and non-profit uses; services have not been designed to benefit and will not be provided to single family residential parcels. Therefore, parcels within the boundaries of the DTPBID to the extent that they are zoned for single-family residential uses shall not be assessed.

8. Changes in Data

It is the intent of this Plan and Engineer’s Report that each parcel included in the DTPBID can be clearly identified. Every effort has been made to ensure that all parcels included in the DTPBID are consistent in the boundary map and the assessment calculation table. However, if inconsistencies arise, the order of precedence shall be: 1) the assessment calculation table and 2) the boundary map.

If the parcel size, 1st floor building square footage, or type of a parcel changes during the term of this DTPBID, the assessment calculation may be modified accordingly.

Categorization Appeals

The category determined for each parcel is shown in Appendix 4. The use for each parcel is established at formation and may be updated upon each renewal. If a parcel owner believes their parcel has been mis-classified or has changed, they may appeal in writing to the City of Turlock for re-consideration. Appeals must be received by the City no later than June 1 of each year. Appeals must include the parcel number, current classification, requested classification, and the evidence upon which the appeal is based (for instance if a parcel is occupied by a retail store, but classified as commercial, a current photo of the retail store showing the building number). Appeals will not provide retroactive reductions.

Appeals should be made to:

Turlock Downtown Property Owners Association
115 South Golden State Boulevard
Turlock, CA 95380

C. Engineer’s Certification

I hereby certify, to the best of my knowledge and experience, that each of the identified assessed parcels located within the Downtown Turlock Property and Business Improvement District will receive a special benefit over and above the general benefits conferred and that the amount of the assessment is no greater than the proportional special benefits conferred on each parcel, as described in this Engineer’s Report.

Review of this Downtown Turlock Property and Business Improvement District Management District Plan and preparation of the Engineer’s Report was completed by:



Ross Peabody
State of California

July 7, 2023

Date

This Engineer’s Report is intended to be distributed as part of the Management District Plan in its entirety, including the Assessment Calculation Table (Appendix 3) and the Boundary Map. Reproduction and distribution of only Section VIII of this Management District Plan violates the intent of this stamp and signature.



APPENDIX 1 – MAXIMUM ANNUAL ASSESSMENT RATES

The table below illustrates the maximum annual assessment rate with the assumption that the rates will be increased annually up to five percent (5%) with approval of the Association. The maximum rates listed are a required disclosure and not the anticipated course of action.

Year	Maintenance	Marketing, Events, & Advocacy	Administration	Contingency/ Reserve	Total
2024	\$104,250	\$60,700	\$47,050	\$1,957	\$213,957
2025	\$109,463	\$63,735	\$49,403	\$2,055	\$224,656
2026	\$114,936	\$66,922	\$51,873	\$2,158	\$235,889
2027	\$120,682	\$70,268	\$54,466	\$2,265	\$247,681
2028	\$126,717	\$73,781	\$57,190	\$2,379	\$260,067
2029	\$133,052	\$77,470	\$60,049	\$2,498	\$273,069
2030	\$139,705	\$81,344	\$63,051	\$2,623	\$286,723
2031	\$146,690	\$85,411	\$66,204	\$2,754	\$301,059
2032	\$154,025	\$89,682	\$69,514	\$2,891	\$316,112
2033	\$161,726	\$94,166	\$72,990	\$3,036	\$331,918
Total	\$1,311,246	\$763,479	\$591,790	\$24,616	\$2,691,131

APPENDIX 2 – PBID LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2023 SUPPLEMENT ***
(ALL 2022 LEGISLATION)

STREETS AND HIGHWAYS CODE DIVISION 18. PARKING PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

- (a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.
- (b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.
- (c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.
- (d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.
- (e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:
 - (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.
 - (2) Job creation.
 - (3) Business attraction.
 - (4) Business retention.
 - (5) Economic growth.
 - (6) New investments.
- (f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.
- (g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.
- (h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.
 - (1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

- (2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.
- (3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. “Activities”

“Activities” means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. “Assessment”

“Assessment” means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. “Business”

“Business” means all types of businesses and includes financial institutions and professions.

36608. “City”

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. “City council”

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. “Clerk”

“Clerk” means the clerk of the legislative body.

36609.5. “General benefit”

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

36610. “Improvement”

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the district.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

36611. “Management district plan”; “Plan”

“Management district plan” or “plan” means a proposal as defined in Section 36622.

36612. “Owners’ association”

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners’ association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.



36614. “Property”

“Property” means real property situated within a district.

36614.5. “Property and business improvement district”; “District”

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

36614.6. “Property-based assessment”

“Property-based assessment” means any assessment made pursuant to this part upon real property.

36614.7. “Property-based district”

“Property-based district” means any district in which a city levies a property-based assessment.

36615. “Property owner”; “Business owner”; “Owner”

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. “Special benefit”

(a) “Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

(b) “Special benefit” also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general.

36616. “Tenant”

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district



A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

- (a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
- (b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:
 - (1) A map showing the boundaries of the district.
 - (2) Information specifying where the complete management district plan can be obtained.
 - (3) Information specifying that the complete management district plan shall be furnished upon request.
- (c) The resolution of intention described in subdivision (a) shall contain all of the following:
 - (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
 - (2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

- (a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
- (b) The name of the proposed district.
- (c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.
- (d) The improvements, maintenance, and activities proposed for each year of operation of the district and the estimated cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the

same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against their property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k)

(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(3) In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance, or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.

(l) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(m) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn

in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

- (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.
- (2) The number, date of adoption, and title of the resolution of intention.
- (3) The time and place where the public hearing was held concerning the establishment of the district.
- (4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.
- (5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.
- (6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.
- (7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

- (8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.
- (b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

- (a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties

for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos



Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

- (1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
- (2) The improvements, maintenance, and activities to be provided for that fiscal year.
- (3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.
- (4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
- (5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- (6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.

(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes

additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.

(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which assesses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 3 – MAP



APPENDIX 4- PARCEL ASSESSMENT CALCULATIONS

Map Key	APN	Parcel Type	Lot SqFt	Lot Rate	1st Floor BSF	1st Floor BSF Rate	Total Assessment
1	043-045-016-000	COM	27,878	0.10	22,731.60	0.36	\$10,971.18
2	043-045-017-000	COM	6,969	0.10	3,211.79	0.36	\$1,853.14
3	043-045-018-000	COM	3,484	0.10	3,588.02	0.36	\$1,640.09
4	043-045-019-000	VACANT	5,662	0.10	0.00	0.00	\$566.20
5	043-045-020-000	COM	15,245	0.10	14,854.36	0.36	\$6,872.07
6	061-016-003-000	COM	7,405	0.10	6,500.44	0.36	\$3,080.66
7	061-016-004-000	COM	6,969	0.10	4,049.36	0.36	\$2,154.67
8	061-016-005-000	COM	4,356	0.10	3,772.54	0.36	\$1,793.71
9	061-016-009-000	COM	12,632	0.10	12,916.87	0.36	\$5,913.27
10	061-016-018-000	COM	7,405	0.10	5,023.25	0.36	\$2,548.87
11	061-016-020-000	COM	4,791	0.10	6,165.24	0.36	\$2,698.59
12	061-016-021-000	COM	7,840	0.10	8,816.28	0.36	\$3,957.86
13	061-016-022-000	COM	7,405	0.10	7,344.14	0.36	\$3,384.39
14	061-016-023-000	COM	5,662	0.10	3,813.57	0.36	\$1,939.08
15	061-016-026-000	COM	14,374	0.10	8,479.02	0.36	\$4,489.85
16	061-016-027-000	COM	5,662	0.10	3,680.28	0.36	\$1,891.10
17	061-016-028-000	COM	8,712	0.10	8,898.29	0.36	\$4,074.59
18	061-016-040-000	VACANT	8,276	0.10	0.00	0.00	\$827.60
19	061-016-041-000	COM	7,405	0.10	5,894.60	0.36	\$2,862.55
20	061-016-042-000	COM	13,503	0.10	14,304.89	0.36	\$6,500.06
21	061-016-046-000	COM	24,829	0.10	15,092.21	0.36	\$7,916.10
22	061-016-047-000	COM	13,939	0.10	9,421.10	0.36	\$4,785.50
23	061-018-003-000	COM	11,325	0.10	11,933.75	0.36	\$5,428.65
24	061-018-006-000	TE	3,484	0.00	0.00	0.00	\$0.00
25	061-018-021-000	COM	8,712	0.10	8,648.14	0.36	\$3,984.53
26	061-018-027-000	COM	5,227	0.10	3,828.91	0.36	\$1,901.11
27	061-018-029-000	COM	22,215	0.10	2,275.84	0.36	\$3,040.80
28	061-018-032-000	COM	11,325	0.10	2,639.77	0.36	\$2,082.82
29	061-018-039-000	COM	25,700	0.10	11,942.97	0.36	\$6,869.47
30	061-018-040-000	COM	13,503	0.10	4,574.22	0.36	\$2,997.02
31	061-018-045-000	COM	33,541	0.10	3,947.84	0.36	\$4,775.32
32	061-018-047-000	COM	3,049	0.10	1,439.30	0.36	\$823.05
33	061-018-048-000	COM	6,969	0.10	4,061.66	0.36	\$2,159.10
34	061-018-050-000	COM	15,682	0.10	0.00	0.36	\$1,568.20
35	061-018-052-000	COM	5,663	0.10	5,997.10	0.36	\$2,725.26
36	061-025-007-000	COM	14,374	0.10	7,961.31	0.36	\$4,303.47
37	061-025-008-000	COM	6,970	0.10	2,460.35	0.36	\$1,582.73
38	061-025-009-000	COM	7,405	0.10	3,583.91	0.36	\$2,030.71

39	061-025-010-000	COM	7,405	0.10	3,299.98	0.36	\$1,928.49
40	061-025-011-000	COM	7,405	0.10	5,346.15	0.36	\$2,665.11
41	061-025-012-000	COM	12,632	0.10	8,480.00	0.36	\$4,316.00
42	061-025-014-000	COM	3,484	0.10	2,720.75	0.36	\$1,327.87
43	061-025-015-000	COM	10,890	0.10	7,073.54	0.36	\$3,635.48
44	061-025-016-000	COM	8,712	0.10	9,226.34	0.36	\$4,192.68
45	061-025-017-000	COM	12,196	0.10	5,997.10	0.36	\$3,378.56
46	061-025-018-000	PARKING	8,276	0.10	0.00	0.00	\$827.60
47	061-025-019-000	COM	3,920	0.10	984.14	0.36	\$746.29
48	061-025-028-000	PARKING	5,662	0.10	0.00	0.00	\$566.20
49	061-025-048-000	COM	8,712	0.10	8,082.25	0.36	\$3,780.81
50	061-025-051-000	COM	11,325	0.10	11,122.85	0.36	\$5,136.73
51	061-025-054-000	COM	16,552	0.10	8,918.78	0.36	\$4,865.96
52	061-025-056-000	COM	20,037	0.10	16,351.11	0.36	\$7,890.10
53	061-025-062-000	COM	14,810	0.10	14,927.16	0.36	\$6,854.78
54	061-028-019-000	COM	6,969	0.10	2,977.03	0.36	\$1,768.63
55	061-028-063-000	COM	51,400	0.10	15,034.81	0.36	\$10,552.53
56	043-045-009-000	CITYPARKING	9,345	0.00	0.00	0.00	\$0.00
57	061-016-001-000	CITYPARKING	17,215	0.00	0.00	0.00	\$0.00
58	061-016-002-000	PARKING	4,356	0.10	0.00	0.00	\$435.60
59	061-016-019-000	COM	6,534	0.10	4,459.42	0.36	\$2,258.79
60	061-016-029-000	CITYPARKING	8,774	0.00	0.00	0.00	\$0.00
61	061-016-035-000	CITYPARKING	20,562	0.00	0.00	0.00	\$0.00
62	061-016-039-000	CITYPARKING	13,503	0.00	0.00	0.00	\$0.00
63	061-018-031-000	CITYPARKING	14,612	0.00	0.00	0.00	\$0.00
64	061-025-029-000	CITYPARKING	20,360	0.00	0.00	0.00	\$0.00
65	061-025-052-000	CITYPARKING	18,676	0.00	0.00	0.00	\$0.00
66	043-045-008-000	CITYPARKING	9,927	0.00	0.00	0.00	\$0.00
67	061-018-019-000	BLUEZONE	4,791	0.05	0.00	0.18	\$239.55
68	061-018-020-000	CITYPARKING	20,944	0.00	0.00	0.00	\$0.00
69	061-025-053-000	BLUEZONE	11,325	0.05	0.00	0.18	\$566.25
70	061-016-043-000	BLUEZONE	19,602	0.05	13,965.00	0.18	\$3,493.80
71	061-016-030-000	BLUEZONE	8,712	0.05	2,000.00	0.18	\$795.60
72	061-016-031-000	BLUEZONE	2,613	0.05	2,500.00	0.18	\$580.65
73	061-016-032-000	BLUEZONE	2,613	0.05	3,000.00	0.18	\$670.65
74	061-016-033-000	BLUEZONE	2,613	0.05	1,830.00	0.18	\$460.05
75	061-016-034-000	BLUEZONE	14,810	0.05	9,644.00	0.18	\$2,476.42
76	061-018-010-000	BLUEZONE	3,484	0.05	2,480.00	0.18	\$620.60
77	061-018-011-000	BLUEZONE	7,840	0.05	8,000.00	0.18	\$1,832.00
78	061-018-009-000	BLUEZONE	3,484	0.05	3,510.00	0.18	\$806.00
79	061-025-047-000	BLUEZONE	5,662	0.05	3,962.00	0.18	\$996.26



80	061-025-045-000	BLUEZONE	1,742	0.05	1,047.00	0.18	\$275.56
81	061-025-046-000	BLUEZONE	3,484	0.05	1,816.00	0.18	\$501.08
82	061-016-013-000	BLUEZONE	13,503	0.05	11,566.00	0.18	\$2,757.03
83	061-016-012-000	BLUEZONE	9,583	0.05	1,584.00	0.18	\$764.27



APPENDIX 5– TOTAL ESTIMATED MAXIMUM COST OF IMPROVEMENTS, MAINTENANCE AND ACTIVITIES

The estimated maximum cost of the line items below was developed based on the estimated costs of providing services in the DTPBID. The costs below are estimated; the actual line item costs will fluctuate. The table below shows expenditures from assessment and non-assessed funds. Assessment funds are governed by Section VI. There is no limit on reallocation of non-assessment funds by the Owners’ Association. The total maximum budget may exceed the maximum listed in this table if parcel ownership changes result in parcels being assessed at a higher rate due to a higher estimated benefit.

Year	Maintenance	Marketing, Events & Advocacy	Administration	Contingency/ Reserve	Total
2024	\$111,809.50	\$64,462.70	\$50,279.52	\$2,091.33	\$228,643.05
2025	\$117,399.98	\$67,685.84	\$52,793.50	\$2,195.90	\$240,075.22
2026	\$123,269.98	\$71,070.13	\$55,433.18	\$2,305.70	\$252,078.99
2027	\$129,433.48	\$74,623.64	\$58,204.84	\$2,420.99	\$264,682.95
2028	\$135,905.15	\$78,354.82	\$61,115.08	\$2,542.04	\$277,917.09
2029	\$142,700.41	\$82,272.56	\$64,170.83	\$2,669.14	\$291,812.94
2030	\$149,835.43	\$86,386.19	\$67,379.37	\$2,802.60	\$306,403.59
2031	\$157,327.20	\$90,705.50	\$70,748.34	\$2,942.73	\$321,723.77
2032	\$165,193.56	\$95,240.78	\$74,285.76	\$3,089.87	\$337,809.97
2033	\$173,453.24	\$100,002.82	\$78,000.05	\$3,244.36	\$354,700.47
Total	\$1,406,327.93	\$810,804.98	\$632,410.47	\$26,304.66	\$2,875,848.04



PROPOSED BOUNDARIES OF TURLOCK DOWNTOWN PROPERTY AND BUSINESS IMPROVEMENT DISTRICT NO. 4

BEING A PORTION OF BLOCK 5, 6, 7, 19, 20, 34, 201, 202, 222, 223, 229, 301, 302, 506, 507, 508, AND 509 OF THE CITY OF TURLOCK MAP FILED ON JANUARY 29, 1912 IN VOLUME 6 OF MAPS, AT PAGE 28, STANISLAUS COUNTY RECORDS, LOCATED IN SECTION 14, 15, AND 23, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDAN, CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA
SCALE 1"=150' AUGUST 2023

CITY CLERK'S STATEMENT:

THE TURLOCK DOWNTOWN PROPERTY OWNERS ASSOCIATION'S PROPERTY AND BUSINESS IMPROVEMENT DISTRICT NO. 4 AS ESTABLISHED BY THE CITY OF TURLOCK CITY COUNCIL RESOLUTION 2023-_____ FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF TURLOCK, DATED _____, 2023.

DATED THIS _____ DAY OF _____, 2023.

JULIE CHRISTEL, CITY CLERK, CITY OF TURLOCK

CITY ENGINEER'S STATEMENT:

THIS MAP CORRECTLY REPRESENTS THE TURLOCK DOWNTOWN PROPERTY OWNERS ASSOCIATION'S PROPERTY AND BUSINESS IMPROVEMENT DISTRICT NO. 4 AS ESTABLISHED BY THE CITY OF TURLOCK CITY COUNCIL RESOLUTION 2023-_____ DATED _____, 2023.

DATED THIS _____ DAY OF _____, 2023.

WILLIAM D. MORRIS, RCE 55910
CITY ENGINEER, CITY OF TURLOCK



LEGEND:

BOUNDARY LINE OF PROPOSED IMPROVEMENT DISTRICT

COUNTY RECORDER'S STATEMENT:

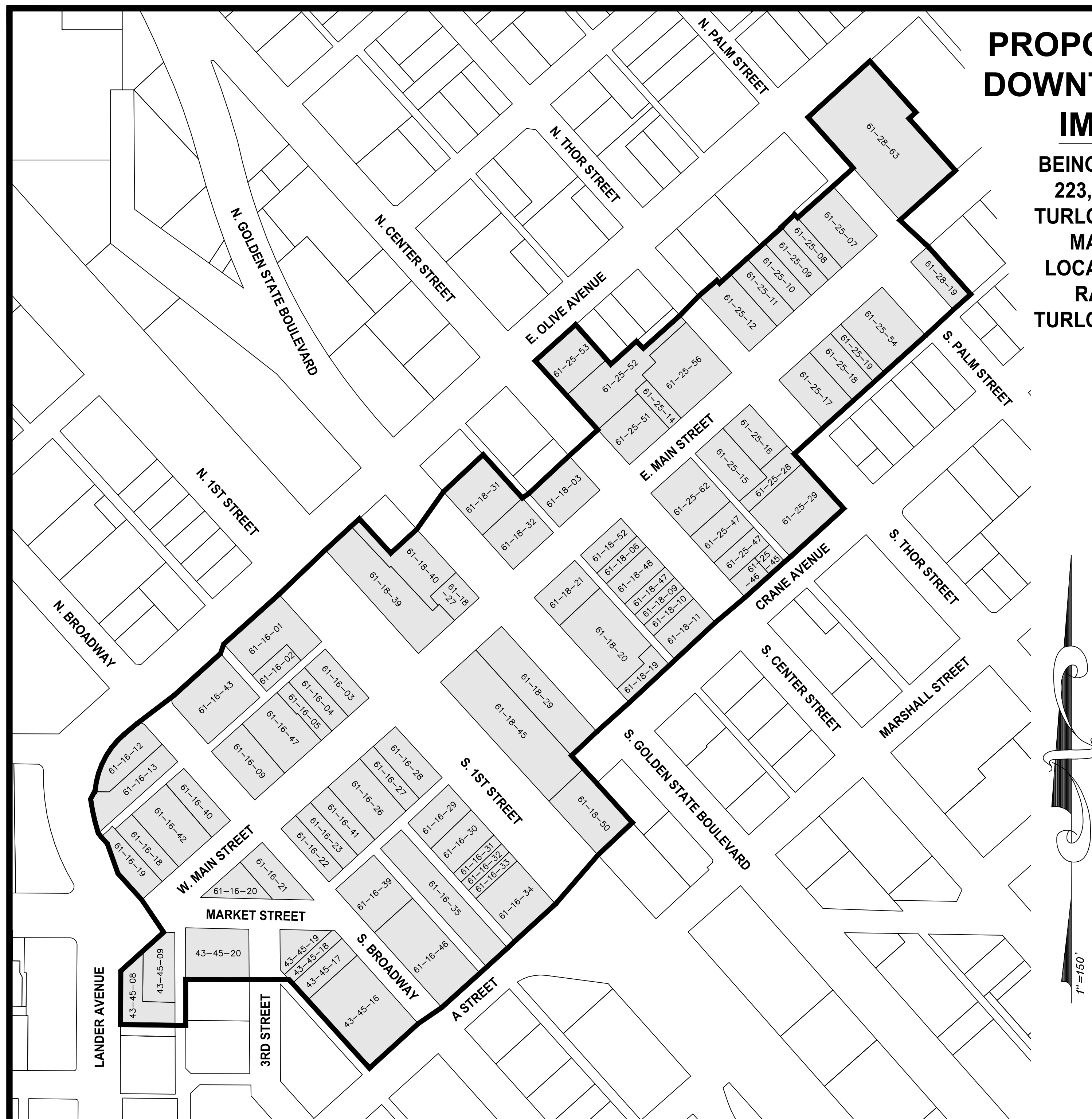
FILED THIS _____ DAY OF _____, 2023, AT _____
IN BOOK _____ OF MAPS OF ASSESSMENT DISTRICTS, AT PAGE _____,
STANISLAUS COUNTY RECORDS.

INSTRUMENT NO: _____

FEE: \$ _____

DONNA LINDER _____
COUNTY RECORDER OF _____
STANISLAUS COUNTY, CALIFORNIA

BY: _____
DEPUTY RECORDER
PRINT NAME: _____



City Council Staff Report

September 26, 2023



From: Jason Hedden, Chief of Police

Prepared by: Miguel Pacheco, Police Captain

Agendized by: Reagan Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager to execute an agreement between Fusus, Inc., of Peach Tree, GA, and the City of Turlock to provide a video and data collaboration platform for intelligence gathering for a period of thirty-six (36) months, in an amount not to exceed \$75,000 annually for a total not to exceed of \$225,000 and appropriate \$75,000 from Fund 118 "Measure A" unassigned reserves to account number 118-20-210-44030_001 "Minor Equipment Safety"

2. SYNOPSIS:

Authorizing the execution of a service agreement and sole source procurements per TMC 2-7-08(b)(2) between Fusus and the City of Turlock for a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community.

3. DISCUSSION OF ISSUE:

The City of Turlock has invested in technology to better enhance police response to crime and to provide for public safety in the City of Turlock. These enhancements include License Plate Readers, Unmanned Aerial Systems and Body Worn Camera systems. While these technologies are valuable tools, there is no central platform that allows the Turlock Police Department to leverage these technologies simultaneously. Fusus would accomplish this task, allowing Crime Analysis, Field Operations and Investigations Staff to respond to criminal activity in a more efficient and safe manner. This platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners both public and private.

Real Time Crime Centers have proven to be a valuable tool to larger Police Agencies. The Fusus solution allows Field Staff to access the data of a Real time

Crime Center through their Mobile Data Computers or other mobile device. Live and archived video footage from city cameras, License Plate Readers, and private security cameras can be accessed to better coordinate field units to crimes in progress and to further investigations.

The Fusus product has the unique capabilities since Fusus is the only manufacturer that builds a common operating platform that does not require a complete replacement of video cameras, recorder, servers, or network equipment at video transmitting locations. The program is being used by over 180 nationwide departments including other agencies in Stanislaus County. Consequently, the Fuses product can only be obtained from this particular vendor and pursuant to TMC Section 2-7-08(b)(2) the ordinary bidding procedures are not required.

4. BASIS FOR RECOMMENDATION:

A. City Council authorization is required to execute agreements.

B. This platform would leverage technology to enhance safety in the City of Turlock.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Appropriated \$75,000 from Fund 118 "Measure A – General" unrestricted reserves to 118-20-210.44030_001 "Minor Equipment Safety"

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council may reject the service agreement. This option is not recommended due to the benefits this platform would provide public safety efforts.

9. ATTACHMENTS:

A. Draft Resolution 2023-

B. Fusus Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CITY	}	RESOLUTION NO. 2023-
MANAGER TO EXECUTE AN AGREEMENT	}	
BETWEEN FUSUS, INC., OF PEACH TREE, GA	}	
AND THE CITY OF TURLOCK TO PROVIDE A	}	
VIDEO AND DATA COLLABORATION	}	
PLATFORM FOR INTELLIGENCE GATHERING	}	
FOR A PERIOD OF THIRTY-SIX (36) MONTHS,	}	
IN AN AMOUNT NOT TO EXCEED \$225,000 AND	}	
APPROPRIATE \$75,000 FROM FUND 118	}	
“MEASURE A” UNASSIGNED RESERVES TO	}	
ACCOUNT NUMBER 118-20-210-44030_001	}	
“MINOR EQUIPMENT SAFETY”	}	
	}	

WHEREAS, the City of Turlock has invested in technology to better enhance police response to crime and to provide for public safety in the City of Turlock; and

WHEREAS, the cost of the product is \$225,000 over three (3) years and funding is being requested from Fund 118 “Measure A” Unassigned Reserves; and

WHEREAS, Fusus accomplishes the task of having one central platform that allows Turlock Police staff to leverage the technologies simultaneously by allowing Crime Analysis, Field Operations and Investigations staff to respond to criminal activity in a more efficient and safe manner; and

WHEREAS, per TMC 2-7-08 (b) (2) bidding procedures are not required due to Fusus’ unique capabilities, including being the only manufacturer that builds a common operating platform that does not require a complete replacement of video cameras, recorder, servers, or network equipment at video transmitting locations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to execute an agreement between Fusus, Inc., of Peach Tree, GA, and the City of Turlock to provide a video and data collaboration platform for intelligence gathering for a period of thirty-six (36) months, in an amount not to exceed \$225,000 and appropriate \$75,000 from Fund 118 “Measure A” unassigned reserves to account number 118-20-210-44030_001 “Minor Equipment Safety.”

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of September, 2023, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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



September 21, 2023

Chief Jason Hedden
 Turlock Police Department
 244 N Broadway Ave
 Turlock, CA 95380

Subject: Service Agreement Proposal

Dear Chief Hedden,

Fūsus is honored that the Turlock Police Department is considering our organization to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

Fūsus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners both public and private.

This Service Agreement Proposal and related software subscription will become effective upon signing and continue for thirty-six (36) months.

1. Initial Scope of Work: The following fūsus Basic Package software and associated hardware will be delivered and installed as part of this agreement.
 - a. fūsusONE™: Initial setup, access and training of users to include up to 150 data points and 150 public/private video feeds
 - b. fūsusCORE™: Installation and setup of:
 - i. Four (4) fūsusCORE Pro™ Appliances
 - ii. One (1) fūsusCORE Elite AI™ Appliances
 - iii. Ten (10) fūsusCORE Lite™ Appliance
 - c. fūsusREGISTRY™: Creation of a custom website portal for community members to register privately owned cameras
 - d. fūsusVAULT™: Implementation of a CJIS compliant evidence vault for the storage of up to 2TB of videos and still images captured via the fūsusONE™ platform
 - e. fūsusOPS™: Implementation of our smart-phone app which provides viewing of live camera feeds and setting up and transmitting the location of teams for special events and critical incident management
 - f. fūsusTIPS™: Implementation of our SMS service that provides text communications of pictures, audio and video directly into fūsusVault™
 - g. fūsusNOTIFY™: Implementation of our SMS text service that provides text notifications to community members
 - h. fūsusAlert™: Implementation of our iOS/Android application which provides panic alerting to fūsusONE™ along with geolocation of persons in distress and automatic docking of nearby camera assets in the fūsusONE™ platform
 - i. fūsusANALYTICS™: Implementation of our crime and incident heat mapping and analysis platform
 - j. fūsusCONNECT Microsite: Development of an agency specific website landing page to assist with building camera registration and integration of community video assets

- k. **fūsusINCIDENT™**: Implementation of the Fūsus Situational Awareness system for bi-directional telestration, icon marking, floorplan room clearing, planning, and resource staging from Emergency Operation Center workstations and mobile field-based users on laptops and iOS/Android mobile devices
- l. **fūsusLIVELINK™**: Provision of a live link system which allows 911 callers to initiate a camera stream in the event of an emergency to the Department, along with a one-to-many methodology for secure and encrypted responder-group sharing during an emergency
- m. **fūsusOVERWATCH**: Allows users the ability to track vehicles and people from one camera to another
- n. Remote Configuration of fūsus Core(s)
- o. Integration of all current and future video feeds
- p. Integration of Computer Aided Dispatch, AVL, drone feeds, covert cameras, and license plate readers as required

Note: fūsus™ will provide continuing data and IoT integrations at no additional charge for the life of the agreement

2. Payment and Subscription Terms:

a. Payment 1: Due Upon Contract Signing	\$37,500
b. Payment 2: Due Upon Training and Acceptance	\$37,500
c. Payment 3: Due Upon 1 st Anniversary of Contract Signing	\$75,000
d. Payment 4: Due Upon 2 nd Anniversary of Contract Signing	\$75,000

Invoices for payments 3 and 4 will be sent 60 days prior to their respective due dates.

Note: Additional fūsusCORE™ appliances may be purchased for the following per unit price schedule.

a. CORE Lite:	\$200/each
b. CORE Lite Extended:	\$300/each
c. CORE Pro:	\$600/each
d. CORE Pro Extended:	\$1,000/each
e. CORE Elite:	\$4,000/each
f. CORE Elite AI:	\$5,000/each

3. Bill of Materials Included with the Service: As part of the annual subscription price, each system will include the following:

- a. fūsusONE™ SaaS
- b. Unlimited video alerts, access, and video download
- c. fūsusCORE™ warranty and technical support for the life of the agreement
- d. Unlimited fūsusOPS Application for Android and iOS Devices

Subscription to fūsusONE™ includes all the following:

- a. Unlimited Users for Your Agency to fūsusONE™ – Real-Time Crime Center in the Cloud
- b. Unlimited Access for Your Agency to the fūsusONE™ Dashboard
- c. Floorplan Integration for designated locations in fūsusONE™
- d. Ongoing Integration Services with the CAD System

- e. Installation and Technical Phone Support
- f. Provide a Full Solution Warranty for the Life of the Agreement
- g. Live U.S.-Based Phone Technical Support for the Life of the Agreement

4. Technical Requirements:

- a. Camera live-sharing compatibility will be assessed for each location before CORE delivery.
- b. The customer will designate a primary POC for the deployment of the fūsus™ solution.
- c. Minimum network speed of .5 mb/s per viewed camera for live video sharing through the system.

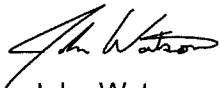
5. Terms and Conditions:

The use of and access to fūsus™ products and services is subject to the fūsus™ Terms of Service V08.30.2022 found at <https://www.fusus.com/fusus-terms-of-service>.

The Termination for Convenience Clause Asserts that the customer may, at its sole discretion, terminate the agreement with 30 days of written notice to Fūsus. Services will be reimbursed on a pro-rated basis from the last day of the term through the agreement's remainder. The cost of any unreturned or unserviceable fūsusCORE(s), as listed above in Section 2, will be deducted from the refund.

We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (765) 237-1769 or email me at jdw@fusus.com.

Respectfully,



John Watson
Vice President of Sales

Approved (Signature): _____

By (Print Name/Title): _____ Date _____



fusus

Turlock Police Department

Turlock Police Department

156 South Broadway
Turlock, CA 95380

Jason Hedden

Chief
jhedden@turlock.ca.us
+12096647302

Reference: 20230809-073308653

Quote created: August 9, 2023

Quote expires: November 7, 2023

Quote created by: James Macedo

Public Safety Advisor

jkm@fusus.com

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Basic Package SaaS SaaS Subscription to Include 150 Data Points/Video Streams and 2 TBs of Cloud Storage	FUSE-B- 1-1001	1	\$75,000.00 /year	\$75,000.00 /year for 3 years
Core Pro Appliance	CORE-P- 2001	4	\$600.00	\$0.00 after 100% discount
Core Elite AI Appliance	CORE- AI-2001	1	\$5,000.00	\$0.00 after 100% discount
Core Lite Appliance	CORE-L- 2001	10	\$200.00	\$0.00 after 100% discount
			Total	\$75,000.00

Purchase terms

Questions? Contact me!



James Macedo
Public Safety Advisor
jkm@fusus.com

Fusus, Inc.
5550 Triangle Parkway
Peachtree Corners, Georgia 30092
United States of America



smash silos. fuse communities.

Fusus is the only manufacturer that builds a common operating platform that does not require a complete replacement of video cameras, recorders, servers, or network equipment at video transmitting locations. As such, the solution is robust yet fast and cost efficient to deploy and requires minimal supervision on the part of the Department.

FususONE™, the Company's flagship enterprise software management system, is the only platform of its kind on the market and there are no comparable market alternatives that meet the specifications set forth in this letter. Accordingly, the product has met the criteria set by over 180 Nationwide Departments under contract with Fusus for a sole source procurement methodology.

Referenced in this letter are the components of the Fusus ecosystem. These are: (1) fususONE™, the Real-Time Video and Incident Management Platform, (2) fususCORE™, the appliance used for video sharing, and (3) fususCONNECT™, the community facing portal for live and recorded video sharing to aid in response and investigations.

The fususONE™ platform offers the following unique capabilities to your Department:

- Patented "Dispatch-Directed Payload" digital media payload sharing with assigned Officers for Calls for Service (Patent Number US11368586B2)
- Patented SMS-Based fususTIPS™ and fususALERT™ (Patent Number US20220076556A1) for multi-media photo, video, and text-based tip sharing from Department employees, community members, and police officers to better assess field based issues as they arise, and an iOS and Android-based panic alert application for alert, location, and policy-based sharing of the closest available surveillance camera assets to the source of the alert.
- Unlimited Third-Party Integrations are included at no cost from Fusus, allowing the value and functionality of the Fusus-ecosystem to grow with the needs of the Department.
- Global map-based GUI of all camera locations, and organizations partnered with the Department for sharing.
- Full Integration with Axon Body 3™ Body-Worn Cameras (BWCs) – including capabilities unique to Fusus for correlation of Officer location, BWC recording status, access to BWC live streaming video, user authentication and correlation to other video and alerting assets through the platform.
- Real-time video accessibility to over 1,000 camera and camera software manufacturers, including UAV, Robot, Helicopter and other public safety video assets that may already be in use
- CJIS Compliant Cloud Based Management (AWS Gov Cloud)
- Policy-Based Sharing rules engine including a complete chain of custody report of video access by user
- Real Time Integration with your Department's Computer Aided Dispatch Software (CAD) for automatic display of calls for service in relation to live and recorded video based on priority and type
- Apple iOS and Android Interoperability for Live View and Sharing of Incident Video, Map Telestration for Team Incident Response and Team Movement Coordination, and a Secure Chat of Digital Media by supervisors to field-based users and groups
- Artificial Intelligence "Search" (rapid object-based video review), "Sentry" (real-time object-based alerting), and "Self-Serve" (behavioral AI for high risk actions like wrong way traffic) capabilities
- An Operational Dashboard for monitoring secure chat channels between your and business community stakeholders, social media integration, local and national news channels, daily operational briefs promulgated by the Department, and emergency and safety-related notifications
- fususOVERWATCH™ (patent pending) for the correlation of video cameras in relation to a single camera for high speed pursuit monitoring via map based interface

- A fususALERT™ panic alerting mobile app for Department-designated community member locations for location alerting and policy-based video sharing during critical incidents
- fususNOTIFY™ mass notification capabilities for community SMS alerts
- fususANALYTICS™: Crime and incident heat mapping capabilities to provide location and day of week/time of day frequency analytics over specified search periods for data-driven decision making.

The fususCORE™ offers the following unique capabilities to your Department:

- Encrypted and Secure Tunnel of User selectable video feeds from video sharing locations.
- Auto-Discovery of all cameras on a network, user selectable for sharing with the Department's real-time crime interface, fususONE
- On-Board Pre-Record of Alerts – store and forward methodology optimized for slower camera host networks
- Plug and Play Setup by the video host locations, not requiring project management by the Department
- Interoperability with Existing IP Cameras and NVRs/Servers for items such as helicopter, drone, tactical robot, license plate recognition, and fixed location video
- Health Monitoring of video sharing sites, and exception alerts for priority video sources
- Public Safety-specific cellular interoperability, including First Net
- Artificial Intelligence Based Search & Alert Capabilities for both public and community-owned camera sources

The fususCONNECT™ website portal offers the following unique capabilities to your Department:

- A unique web address owned by your Department for Community Camera Registry
- An intuitive map-based camera registry interface that allows camera owners to share camera location, type, and their contact information with the Department, to aid in investigations
- A secure portal, fususVAULT™, for sharing recorded video from witnesses with the Department and to aid in investigations
- Aggregation of all live incident views and recorded video into a case file for export to the Department's long-term digital evidence management software (DEMS) system, including Axon's Evidence.com.
- fususLIVELINK™ provides the Department's 911 callers with an app-free method to share video from their phone during a 911 call through an SMS-transmitted link that is sent to their phone

Fusus is the sole entity with the authority, access, and ability to provide enhancements, upgrades, and warranty support for its hardware and software products.

**ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES**

Service Provider: Fusus, Inc.

Date: October 1, 2023

City Contract No. 2024-65

Scope of Work: Video and Data Collaboration Platform

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 sub-Service Provider to commence work on a subcontract until all similar insurance required of the sub-Service Provider 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 sub-Service Providers. 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) per occurrence, four million dollars (\$4,000,000) 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). Service Provider shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) **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) 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:** {Intentionally Omitted}

**ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES**

Service Provider: Fusus, Inc.

Date: October 1, 2023

City Contract No. 2024-65

Scope of Work: Video and Data Collaboration Platform

- (e) Builder's Risk Insurance: {Intentionally Omitted}
- (f) Service Providers 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 Service Provider's primary and excess liability policies are exhausted.

(i) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Service Provider shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(j) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Service Provider, including materials, parts or equipment furnished in connection with such work or operations, 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.

**ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES**

Service Provider: Fusus, Inc.

Date: October 1, 2023

City Contract No. 2024-65

Scope of Work: Video and Data Collaboration Platform

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Service Provider shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the 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 right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(m) **Waiver of Subrogation:** With the exception of Service Provider liability, Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may acquire from Service Provider by virtue of the payment of any loss. The commercial general liability policy 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 Service Providers and sub-Service Providers. Service Provider agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(n) **Sub-Service Providers:** Service Provider shall include all sub-Service Providers as insureds under its policies or shall furnish separate certificates and endorsements for each sub-Service Provider. All coverages for sub-Service Providers shall be subject to all of the requirements stated herein.

(o) **Surety Bonds:** {Intentionally Omitted}

**ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES**

Service Provider: Fusus, Inc.

Date: October 1, 2023

City Contract No. 2024-65

Scope of Work: Video and Data Collaboration Platform

2. INDEMNIFICATION:

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

Indemnity for other than Service Provider Liability: Other than in the performance of Service Provider services and to the full extent permitted by law, Service Provider shall indemnify, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider or by any individual or agency for which Service Provide is legally liable, including, but not limited to, officers, agents, employees, or sub-Service Providers of Service Provider.

3. TERM: The term of this Agreement shall be effective October 1, 2023 and end September 30, 2026, subject to City's availability of funds.

4. VOLUNTARY TERMINATION: City or service provider may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to other party.

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. 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.

**ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES**

Service Provider: Fusus, Inc.

Date: October 1, 2023

City Contract No. 2024-65

Scope of Work: Video and Data Collaboration Platform

8. CONTRACT ADMINISTRATOR: The City’s contract administrator and contact person for this Agreement is:

Amanda Fortado, Support Operations Manager
City of Turlock Police Department
244 N. Broadway, Turlock, California 95380-4737
Telephone Number: (209) 668-5550
E-mail Address: afortado@turlock.ca.us

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 FUSUS, 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

September 26, 2023



From: Isaac Moreno, Finance Director

Prepared by: Michael Lenhardt, Principal Accountant

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the City of Turlock's audited Financial Statements for the fiscal year ended June 30, 2021 and related reports

2. SYNOPSIS:

Accepting the City's fiscal year 2020-2021 audited financial statements which include the City's Basic Financial Statements as well as component unit statements for the Turlock Public Financing Authority.

3. DISCUSSION OF ISSUE:

This overview and analysis are provided by the Finance Department of the City of Turlock (City) for the fiscal year 2020-2021 financial statements (with comparative information for 2019-2020).

FISCAL YEAR 2020-2021 FINANCIAL HIGHLIGHTS

Government-Wide Highlights

- The City's net position (assets and deferred outflows in excess of liabilities and deferred inflows) at June 30, 2021, totaled \$566 million. Governmental activities accounted for \$306 million of the net position, while \$260 million are in the business-type activities.
- Total City revenues, including program and general revenues, were \$149 million, while total expenses were \$97 million.
- Governmental program revenues were \$35 million compared to governmental program expenses of \$59 million.
- Program revenues from business-type activities were \$73 million, while expenses for business-type activities were \$38 million.

Fund Highlights

- Net General Fund revenues exceeded expenditures and other financing sources (uses) by \$10,000,736 as compared to the prior year when revenues exceeded expenditures and other financing sources (uses) by \$1,262,774. For financial reporting purposes, the "General Fund" includes not only the City's General Fund, but also the Parks, Arts and Recreation Commission, Special Public Safety, Tourism (2 funds), Cannabis and Measure A funds.

- General Fund fund balance is \$22 million at June 30, 2021 compared to a projected \$11.8 million when the 2020-2021 budget was originally adopted. Additional discussion regarding the financial results for fiscal year 2020-2021 can be found in the “Financial Activities” section of the MD&A of the financial statements.

The City’s independent external auditors, Maze & Associates, have completed the City’s annual audit and issued the following financial reports for the fiscal year ended June 30, 2021:

- ✓ Basic Financial Statements for the City of Turlock
- ✓ Appropriations Limit Increment for the City of Turlock
- ✓ Component Unit Financial Statements for the Turlock Public Financing Authority
- ✓ Component Unit Financial Statements for the Transportation Development Act Funds
- ✓ Component Unit Financial Statements for the Abandoned Vehicle Abatement Program

The above financial statements are prepared by the City’s Finance Department in accordance with Generally Accepted Accounting Principles (GAAP). Our external auditors have the responsibility to audit these statements in accordance with Generally Accepted Auditing Standards with the goal of determining whether the financial statements are free of material misstatement. If this goal can be supported with the results of their audit, the external auditor will issue an unqualified or “clean” opinion. All the above listed financial statements contain an unqualified opinion.

In addition to the financial statements the Auditor’s also issue reports on Required Communications and a Memorandum of Internal Control (MOIC). These reports detail specifics about items of significant concern to the financial well being of the City. The MOIC identifies deficiencies in the City’s system of internal control and identifies the weaknesses as either “material weaknesses” or “significant deficiencies”. A Material Weakness is a deficiency that creates a reasonable possibility a material misstatement will occur in the financial statements and a Significant Deficiency is a deficiency that is less severe than a Material Weakness.

The City’s report for June 30, 2021 includes seven Significant Deficiencies and no Other Matter for fiscal 2021. The report also includes a section on the Status of Prior Year Material Weaknesses and an update of same (the complete report is attached). The Auditor’s report on Required Communications, in addition to addressing new accounting pronouncements, addresses the financial concern of the General Fund. The two Significant Deficiencies and one other matter reported in the MOIC for 2021 are as follows:

Significant Deficiencies (5)

1. 2021-001 Timely and Accurate Year-End Close

The year-end financial closing and preparation of the general ledger data should be completed timely and accurately. In addition, organizations should have a

contingency plan in the event of staff turnover. Part of this plan is ensuring there are staff resources available on short notice to fill in key functions. In the Finance Department, these resources need to be in place throughout the fiscal year to ensure accounting functions continue and allow time for analysis of account balances and activities.

During fiscal year 2020-21 and thereafter, the City experienced significant staff shortages due to staff departures and long-term leaves of absence. This put a strain on the City's ability to maintain good internal controls, and to produce accurate and timely financial data. As a result, the year-end audit was adversely affected. The first trial balance we received from the City for the audit was submitted to us on January 30, 2022. Subsequently, the City had to provide an updated trial balance after it was noted that significant adjustments would have to be made to the original trial balance report.

The above condition delayed the completion of the year-end closing process, which increased the risk that errors or misstatements may go undetected by staff and corrections may not be made in a timely manner. Audit effort was substantially increased in response to these increased risks.

The City should analyze staff resources to determine what plans can or should be made to ensure that the financial data is processed properly and timely during staffing transitions. In addition, the City must develop procedures to ensure that accounts are analyzed throughout the fiscal year and after the year-end close to ensure that additional closing entries are not required prior to providing the general ledger for audit.

2. Management's Response:

Management acknowledges the auditor's finding and in order to address the issue, the City has hired a Principal Accountant who has been tasked with all financial reporting responsibilities and an Accountant III to assist in all financial reporting tasks. Furthermore, management has developed an estimated timeline to get the City of Turlock's Financial Reporting completed and up to date for remaining outstanding reporting cycles:

- A. All Fiscal Year 2021-2022 reports are estimated to be completed by the end of January 2024, per the auditor's stated current availability. However, the City of Turlock is prepared to start sooner on the audit should the auditor become available sooner.
- B. All Fiscal Year 2022-2023 reports are estimated to be completed by the end of March 2024, pending the auditor's availability.

This will put the City of Turlock on target to have all the Fiscal Year 2023-2024 reports completed prior to November 2024.

3. **2021-002 Accurate Preparation of the Schedule of Expenditures of Federal Awards**

In accordance with the requirements of OMB Uniform Administrative Requirements Subpart D Section 200.302(b) (1), the City should report all Federal awards expended in the Schedule of Expenditures of Federal Awards (SEFA) each fiscal year.

During our testing of the fiscal year 2021 SEFA provided for audit we noted various errors including the following:

1. Federal Expenditures related to the HOME Investment Partnership Program (AL #14.239) were understated by \$25,658, as the expenditures did not include some of the activity from the City's general ledger.
2. Federal expenditures for the Highway Planning and Construction Grant program (AL #20.205) were overstated by \$595,256 due to the City including project expenditures in excess of federally reimbursable amounts.
3. Federal expenditures for the Federal Transit – Formula Grants (Urbanized Area Formula Program) (AL #20.507) were overstated by \$2,128,077, due to the City including the total expenditures from the general ledger for the Transit Fund, instead of only the federal-grant-reimbursable portion of the expenditures. In addition, the expenditures shown on the SEFA were not broken out between capital and operating expenditures which should have amounted to \$630,652 and \$2,562,548, respectively, for a total of \$3,193,200.
4. Federal expenditures for the Environmental Protection Agency, Capitalization Grants for Clean Water State Revolving Funds grant (AL #66.458) were overstated by \$1,892,764 due to the City including expenditures that had previously been reported on a prior year SEFA.
5. Federal expenditures for the Department of Justice, Coronavirus Emergency Supplemental Funding Program, AL #16.034 were originally listed as AL #16.738.
6. Federal expenditures for the Department of Justice, Public Safety Partnership and Community Policing Grants (AL #16.710) were overstated by \$59,996.
7. Federal expenditures for the Department of the Treasury, Coronavirus Aid Relief and Economic Security (CARES) Act (AL #21.019), the total grant funds that were passed through from Stanislaus County were overstated by \$746,623.
8. The original draft of the SEFA included expenditures in the amount of \$38,462,544 that were related to expenditures from an entity that should not have been reported on the City's SEFA.

Incorrect reporting not only misstates the SEFA, but it also leads to the City's noncompliance with the reporting requirements of the OMB Uniform Administrative Requirements. As a result, future federal funding could be adversely affected.

We understand the misstatements were due to miscommunications between the departments responsible for managing the grants and the Finance Department that is responsible for preparing the SEFA. The misstatements were also caused by the loss of institutional knowledge as a result of staff turnover in the City.

The City must develop procedures to ensure that annual expenditures for all grant programs are accurately reported in the SEFA. In addition, City staff, including those in departments other than Finance that manage grants, must familiarize themselves with the Uniform Guidance guidelines for determining federal awards expended for reporting on the SEFA.

Management's Response:

Management acknowledges the auditor's finding and is currently reviewing the process and looking to implement procedures in order to address the issue. The Finance Department intends to implement new procedures to ensure the completeness and accuracy surrounding all grants received by all departments within the City of Turlock. Below are the steps management is implementing as part of the new procedures:

- A. Issue of a citywide memorandum stating the requirement of all departments to disclose their grants and all required information on the attached form to be returned to the Finance Department.
- B. Summary schedule of all information received to incorporate all grants by type, period and award amount and expenditures of funds.
- C. Implementation of the grant tracking module within the City's financial reporting system.

4. 2021-003 Inclusion of Bond Proceeds on the Treasurer's Report

Investments related to proceeds from bond issues are restricted by the associated bond documents and therefore should either be excluded from the treasurer's report or should, at a minimum, be listed as restricted funds if they are included.

The City's Investment and Cash Report for June 30, 2021 (Report) showed total Invested Cash of \$245,164,488. This amount included \$99 million of bond proceeds, from the 2020 Water Revenue Bond Anticipation Notes, held in a Local Agency Investment Fund (LAIF) bond trustee account. The proceeds from the bonds are restricted to be spent on the construction of a water treatment and conveyance project, in accordance to the bond indenture. However, there was no such restriction noted on the Report.

The combination of including bond trustee account balances and the lack of notation of the restricted nature of the funds in the Report could make it appear that the amount in the bond trustee account is unrestricted and available for “operations”.

According to City staff, the 2020 Water Revenue Bond Anticipation Notes were issued in current fiscal year and the bond trustee account was mistakenly added to the Report upon the issuance.

The City should either remove the bond trustee account balance from the Report or the account should be clearly labeled as restricted.

Management Response:

Management acknowledges the auditor’s finding and will note any funds that are of a restricted nature on the reports, prospectively.

5. 2021-004 Payroll Rotation of Duties

As discussed in item #2021-001 above, the Finance Department should ensure that there are resources available to be utilized on short notice to fill gaps in key positions. These resources need to be in place throughout the fiscal year to ensure accounting processes and procedures continue effectively.

In the current fiscal year, the Administrative Analyst was the only employee that could process the City’s payroll and there were no other employees that are fully trained on the entire process. As a result, the Administrative Analyst could not take any vacation during the weeks when payroll was run.

We understand the lack of an alternate payroll processor was due to staff shortages.

If the Administrative Analyst was unavailable or out on leave the City would have difficulty processing payroll.

The City should develop a plan to ensure there is always a backup employee that can process the City’s payroll in the event that the main processor becomes unavailable.

Management Response:

Management acknowledges the auditor’s finding and is currently reviewing staffing and studying the feasibility of implementing alternative procedures in order to address the issue.

6. 2021-005 Super-User Rights

A superuser is a special user account used for system administration. It has broad privileges that allow the employee to perform tasks that other users cannot. The

super-user's privileges are unrestricted and can perform any available action on a system. Good internal control requires that employees with access to the City's assets not have access to the City's accounting records for the same assets. Therefore, accounting staff should not normally be allowed to have super-user rights in the City's general ledger system.

We noted one Senior Accountant, and one Accountant II are super-users in the City's financial system, which includes unlimited access to the accounting system modules and security settings.

When accounting staff have super-user rights, unauthorized transactions could be processed without proper review and approval.

Due to the Information Technology Department's limited availability, Finance Department staff feels they need to have the ability to alter access levels for staff in case of an emergency.

The City should consider restricting super-user rights to as few employees as possible, preferably to those outside of the Finance Department, such as Information Technology personnel since they are not involved with processing or approving general ledger transactions. Until that is possible, the City should implement mitigating controls such as a review and approval of changes made to the system by the above employees.

Management Response:

Management acknowledges the auditor's finding and is currently reviewing staffing and studying the feasibility with the cooperation of Information Technology of implementing alternative procedures in order to address the issue.

4. BASIS FOR RECOMMENDATION:

As noted above, the accompanying financial statements are prepared in accordance with GAAP, which is necessary to obtain an unqualified opinion from our auditors. This opinion provides overall assurance to Management as to the reliability of the City's financial statements. In addition, an annual audit is a requirement for many of the City's granting agencies as well as debt issuers and rating agencies related to the City's outstanding bonds.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Funds are budgeted for the independent audit services required. There is no additional fiscal impact.

6. STAFF RECOMMENDATION:

Recommend acceptance

7. CITY MANAGER'S COMMENTS:

Recommend acceptance

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

Staff is only asking for acceptance of these reports

10. ATTACHMENTS:

- A. City of Turlock Financial Statements for the Year Ended June 30, 2021
- B. City of Turlock Proposition 111 Appropriations Limit Increment for the Year Ended June 30, 2021.
- C. Turlock Public Financing Authority Financial Statements for the Year Ended June 30, 2021
- D. Transportation Development Act Funds Financial Statements for the Year Ended June 30, 2021
- E. Abandoned Vehicle Abatement Program Financial Statements for the Year Ended June 30, 2021
- F. City of Turlock Memorandum on Internal Control for the Year Ended June 30, 2021
- G. City of Turlock Required Communications for the Year Ended June 30, 2021



**CITY OF TURLOCK, CALIFORNIA
BASIC FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2021**

**Prepared by
THE FINANCE DEPARTMENT**

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CITY OF TURLOCK
BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

Page

INTRODUCTORY SECTION:

Table of Contents i

FINANCIAL SECTION:

Independent Auditor’s Report..... 1

Management’s Discussion and Analysis..... 5

Basic Financial Statements:

Government-wide Financial Statements:

Statement of Net Position 19

Statement of Activities..... 20

Fund Financial Statements:

Governmental Funds:

Balance Sheet 24

Reconciliation of the Governmental Funds - Balance Sheet with the Governmental
 Activities Net Position..... 25

Statement of Revenues, Expenditures, and Changes in Fund Balances 26

Reconciliation of the Net Change in Fund Balances - Governmental
 Funds with the Change in Net Position Governmental Activities 27

Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual:

General Fund..... 28

Former LMI Housing Fund 29

Gas Tax/Street Improvement Fund..... 30

Proprietary Funds:

Statement of Net Position 32

Statement of Revenues, Expenses and Changes in Fund Net Position 33

Statement of Cash Flows 34

CITY OF TURLOCK
BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

Page

FINANCIAL SECTION: (Continued)

Fiduciary Funds:

Statements of Fiduciary Net Position	36
Statement of Changes in Fiduciary Net Position.....	37
Notes to Basic Financial Statements.....	39

Required Supplementary Information:

Schedule of Changes in the Net Pension Liability and Related Ratios	92
Schedule of Contributions – Miscellaneous Agent Multiple-Employer Defined Benefit Pension Plan	93
Schedule of the City’s Proportionate Share of the Net Pension Liability	94
Schedule of Contributions – Safety Plan, Cost Sharing Multiple-Employer Defined Pension Plan	95
Schedule of Changes in the Total OPEB Liability and Related Ratios.....	96

Supplemental Information:

Non-major Governmental Funds:

Combining Balance Sheet.....	98
Combining Statement of Revenues, Expenditures and Changes in Fund Balances.....	106

Internal Service Funds:

Combining Statement of Net Position	114
Combining Statement of Revenues, Expenses and Changes in Fund Net Position	115
Combining Statements of Cash Flows.....	116

Custodial Funds:

Combining Statement of Fiduciary Net Position.....	118
Combining Statement of Changes in Fiduciary Net Position.....	119

INDEPENDENT AUDITOR'S REPORT

To the Honorable Members of the City Council
City of Turlock, California

Report on Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Turlock, California, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2021, and the respective changes in the financial position and, where applicable, cash flows thereof and the respective budgetary comparisons listed in the Table of Contents as part of the basic financial statements for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 8E, the City restated the beginning balance of net position of the governmental activities due to an adjustment to loans receivable. The emphasis of this matter does not constitute a modification to our opinions.

Change in Accounting Principles

Management adopted the provisions of Governmental Accounting Standards Board Statement No. 84, *Fiduciary Activities*, which became effective during the year ended June 30, 2021 and required the restatement of net position as discussed in Note 8E to the financial statements. In addition, the Statement established the new fund type, Custodial Funds, and eliminated the fund type of Agency Funds.

The emphasis of these matters does not constitute a modification to our opinions.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis and other Required Supplementary Information as listed in the Table of Contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Supplemental Information listed in the Table of Contents is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The Supplemental Information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Supplemental Information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 6, 2023 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Maye & Associates

Pleasant Hill, California
June 6, 2023

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MANAGEMENT'S DISCUSSION AND ANALYSIS

This narrative overview and analysis are provided by the management of the City of Turlock (City) for the fiscal year 2020-2021 financial statements (with comparative information for 2019-2020). We encourage our readers to consider this information in conjunction with the information provided in the accompanying basic financial statements and notes thereto.

FISCAL YEAR 2020-2021 FINANCIAL HIGHLIGHTS

Government-Wide Highlights

- The City's net position (assets and deferred outflows in excess of liabilities and deferred inflows) at June 30, 2021, totaled \$566 million. Governmental activities accounted for \$306 million of the net position, while \$260 million are in the business-type activities.
- Total City revenues, including program and general revenues, were \$149 million, while total expenses were \$97 million.
- Governmental program revenues were \$35 million compared to governmental program expenses of \$59 million.
- Program revenues from business-type activities were \$73 million, while expenses for business-type activities were \$38 million.

Fund Highlights

- Net General Fund revenues exceeded expenditures and other financing sources (uses) by \$10,000,736 as compared to the prior year when revenues exceeded expenditures and other financing sources (uses) by \$1,262,774. For financial reporting purposes, the "General Fund" includes not only the City's General Fund, but also the Parks, Arts and Recreation Commission, Special Public Safety, Tourism (2 funds), Cannabis and Measure A funds.
- General Fund fund balance is \$22 million at June 30, 2021 compared to a projected \$11.8 million when the 2020-2021 budget was originally adopted.

Additional discussion regarding the financial results for fiscal year 2020-2021 can be found in the "Financial Activities" section of this document.

OVERVIEW OF THESE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements which are broken into the following four parts:

- 1) Management's Discussion and Analysis (this part),
- 2) The Basic Financial Statements, which include the Government-wide and the Fund financial statements, along with the Notes to these financial statements,
- 3) Required Supplemental Information, and
- 4) Supplemental Information.

THE BASIC FINANCIAL STATEMENTS

Government-wide Financial Statements

The Government-wide Financial Statements provide a longer-term, broader view of the City's activities as a whole. These Statements are more similar to private-sector financial statements than the fund financial statements. The Government-wide Financial Statements are comprised of the *Statement of Net Position* and the *Statement of Activities*.

The *Statement of Net Position* provides information about the financial position of the City as a whole, including all its capital assets and long-term liabilities on the full accrual basis, similar to that used by the private sector. The difference between the City's assets and deferred outflows of resources and liabilities and deferred inflows of resources is reported as "net position". Over time, this Statement may serve as an indicator of the City's general health and whether its overall financial position is improving or deteriorating.

City of Turlock
Management’s Discussion and Analysis (continued)
For the Year Ended June 30, 2021

The Statement of Activities provides information about all the City’s revenues and all its expenses. This Statement is also prepared using the full accrual basis of accounting, with an emphasis on measuring net revenues or expenses for each of the City’s programs.

All of the City’s activities are grouped into either Governmental or Business-type activities as explained below. All the amounts in the *Statement of Net Position* and the *Statement of Activities* are separated into Governmental or Business-type Activities in order to provide a summary of these two activities of the City as a whole.

- **Governmental activities**—All of the City’s basic services are considered to be governmental activities. These services include public safety (police and fire), parks and recreation, public ways and facilities/transportation, community development and general administration. General City revenues such as taxes and program-specific revenues such as user and developer impact fees support and finance these services.
- **Business-type activities**—All the City’s enterprise activities are reported here including water, sewer, transit and building department operations. Unlike governmental services, these services are supported by charges paid by the users of these services.

As noted above, the Government-wide financial statements are prepared on the full accrual basis of accounting, which means they measure the flow of all economic resources of the City as a whole.

Fund Financial Statements

The Fund Financial Statements report the City’s operations in more detail than the government-wide statements and focus primarily on the short-term activities of the City’s General Fund and other major funds. The Fund Financial Statements measure only current revenues and expenditures and fund balances; they exclude capital assets, long-term debt and other long-term amounts.

The Fund Financial Statements provide detailed information about each of the City’s most significant funds, called “major funds”. Major funds account for the most significant financial activities of the City and are presented individually, while the activities of non-major funds are presented in summary with subordinate schedules presenting the detail for each of these other funds. Since the City’s most significant fiscal activities may change from year to year, the funds designated as “major funds” may also change from year to year.

Fund Financial Statements include governmental, enterprise, internal service and fiduciary funds as follows:

Governmental Fund Financial Statements are prepared on the modified accrual basis, which means they measure only current financial resources and uses. Capital assets and other long-lived assets, along with long-term liabilities, are not presented in the Governmental Fund Financial Statements.

The City of Turlock has thirty (30) governmental funds of which four (4) are considered major funds for presentation purposes – the General Fund, Former LMI Housing Fund, Gas Tax/Street Improvement Fund, and the Facility Fees Fund. Each major fund is presented separately in the Governmental Fund Balance Sheet and the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances. The financial information for the remaining non-major governmental funds is combined into a single, aggregated presentation. The basic governmental fund financial statements can be found starting on page 19 in this report.

Enterprise and Internal Service Fund Financial Statements are prepared on the full accrual basis and include all their assets, liabilities and deferred outflows/inflows of resources, current and long-term. The City’s Enterprise Funds account for the financial activity of the City’s water, sewer, transportation (fixed route and dial-a-ride) and building/safety services. The Internal Service Funds account for the financial activity of the City’s equipment pool, self-insurance, information technology, and engineering services activities. Because these activities primarily benefit the governmental rather than business-type functions, the resulting financial activities of the Internal Service Funds have been included within the governmental activities in the government-wide financial statements. The Enterprise and Internal Service Fund Financial Statements can be found starting on page 32.

City of Turlock
Management’s Discussion and Analysis (continued)
For the Year Ended June 30, 2021

Fiduciary Fund Financial Statements are used to account for resources held for the benefit of parties outside the government. They are not included in the government-wide financial statements because their resources are not available to support City programs. With the dissolution of the Redevelopment Agency, the activities of the Successor Agency to the former Turlock Redevelopment Agency are reported as a Private Purpose Trust Fund in the Fiduciary Fund Section. Additional information about the dissolution of the Redevelopment Agency can be found in Note 13 on page 87 of the financial statements.

Notes to the Financial Statements

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes can be found starting on page 39.

FINANCIAL ACTIVITIES OF THE CITY AS A WHOLE

Statement of Net Position

Over time, the City’s net position may serve as an indicator of a governmental entity’s financial position. The City’s *Statement of Net Position* and *Statement of Activities* presented below and on the next page focus on the City’s net position and changes to net position for Governmental and Business-Type Activities.

STATEMENT OF NET POSITION

(in thousands of dollars)

	Governmental Activities		Business-Type Activities		Total	
	For the FYE June 30		For the FYE June 30		For the FYE June 30	
	2021	2020	2021	2020	2021	2020
Cash and investments	\$ 99,717	\$ 79,041	\$ 184,481	\$ 60,117	\$ 284,198	\$ 139,158
Other assets	50,148	47,434	62,578	25,987	112,726	73,421
Capital assets, net	247,140	246,342	274,415	267,244	521,555	513,586
Total assets	\$ 397,005	\$ 372,817	\$ 521,474	\$ 353,348	\$ 918,479	\$ 726,165
Deferred outflows of resources	\$ 17,115	\$ 15,361	\$ 3,687	\$ 2,915	\$ 20,802	\$ 18,276
Long-term liabilities	89,058	82,560	247,050	115,179	336,108	197,739
Other liabilities	10,116	8,462	15,678	11,266	25,794	19,728
Total liabilities	\$ 99,174	\$ 91,022	\$ 262,728	\$ 126,445	\$ 361,902	\$ 217,467
Deferred inflows of resources	\$ 8,825	\$ 10,243	\$ 2,066	\$ 2,504	\$ 10,891	\$ 12,747
Net position:						
Net Investment in capital assets	245,119	244,625	147,591	170,507	392,710	415,132
Restricted	100,435	86,744			100,435	86,744
Unrestricted	(39,433)	(44,456)	112,776	56,807	73,343	12,351
Total net position	\$ 306,121	\$ 286,913	\$ 260,367	\$ 227,314	\$ 566,488	\$ 514,227

As noted above, the City’s primary investment is in its *Net investment in capital assets*. Capital assets, which account for approximately 69% of the City’s total net position, include all infrastructure such as the street/roadway system; sewer, water and storm drain collection systems as well as retention basins; the wastewater treatment plant, water wells, and pump stations; streetlights and traffic signals; and parks. Capital assets also include all vehicles, equipment and buildings used by City employees in the course of their daily activities. By their very nature and use, capital assets are not available for future spending and are, therefore, not assets available to fund future activities.

**City of Turlock
Management’s Discussion and Analysis (continued)
For the Year Ended June 30, 2021**

Approximately \$100 million or 18% of the City’s non-capital net position is subject to external restrictions as to their use. The remaining \$73 million is unrestricted and available to meet the City’s on-going obligations to its citizens and creditors. Of this amount, (\$39) million is related to governmental activities and \$112 million to business-type activities.

The City’s overall net position increased by \$52 million during the 2020-2021 fiscal year. Governmental activities experienced a \$19 million increase in net position while the City’s business-type activities – those intended to be self-sufficient – experienced a \$33 million increase in net position. More information regarding the results of operations for all the City’s funds can be found later in this report.

Summary of Changes in Net Position

As the below table shows, \$108 million of the City’s \$149 million in total revenues comes from program revenue sources. Program revenues are those derived directly from the program itself (user fees) or from parties outside the reporting government’s taxpayers or citizenry. Program revenues reduce the need for the cost of the function to be financed by general government revenues. The largest portion of the City’s program revenues is “Charges for Services” which include user fees from the City’s water and sewer operations, building permit-related fees, developer impact fees and special assessments.

Expenses are presented on a functional basis and represent only current year expenses. As such, they do not include capital outlay expenditures as capital outlay expenditures are included in “capital assets” on the City’s *Statement of Net Position*.

Citywide expenses, which totaled \$97 million, consisted of \$59 million for governmental activities and \$38 million for business-type activities. Of the \$59 million in governmental activity expenses, \$35 million or 59% relate to the provision of public safety (police and fire) services. The next largest component was \$9 million or 15% for public ways, facilities and transportation. This component accounts for activities involved in the maintenance and construction of City streets and roads as well as City buildings.

City of Turlock
Management's Discussion and Analysis (continued)
For the Year Ended June 30, 2021

SUMMARY OF CHANGES IN NET POSITION

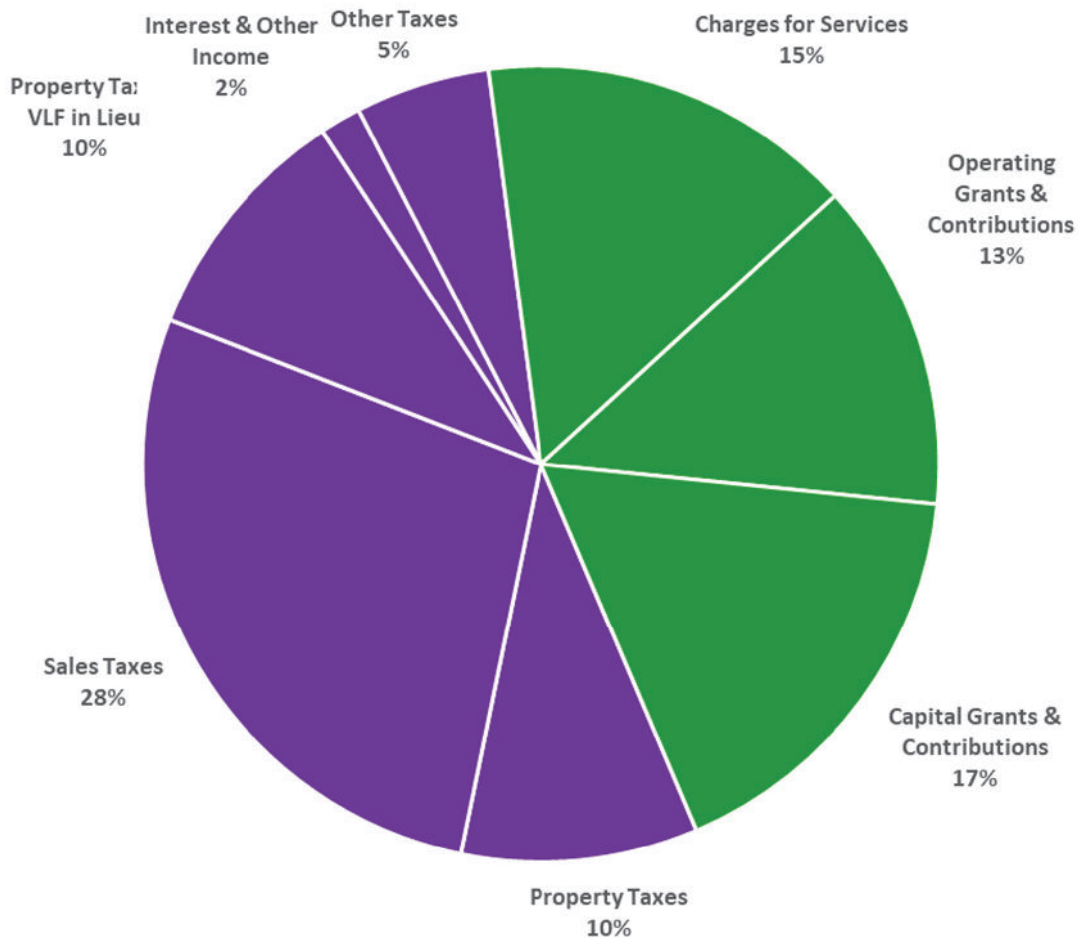
(in thousands of dollars)

	Governmental Activities		Business-Type Activities		Total	
	For the FYE June 30 2021	2020	For the FYE June 30 2021	2020	For the FYE June 30 2021	2020
Program Revenues:						
Charges for services	\$ 11,575	\$ 10,488	\$ 58,146	\$ 40,789	\$ 69,721	\$ 51,277
Operating grants and contributions	10,105	12,835	4,115	3,082	14,220	15,917
Capital grants and contributions	12,835	9,805	10,805	11,999	23,640	21,804
Total Program Revenues	\$ 34,515	\$ 33,128	\$ 73,066	\$ 55,870	\$ 107,581	\$ 88,998
General Revenues						
Property taxes	7,260	6,680			7,260	6,680
Sales taxes	20,889	14,737			20,889	14,737
Property taxes - VLF in Lieu	7,445	7,078			7,445	7,078
Other taxes	4,118	4,336			4,118	4,336
Interest and investment earnings	241	1,456	364	1,417	605	2,873
Other Income	1,021	1,111			1,021	1,111
Gain (loss) on disposal of capital assets		13				13
Total General Revenues	\$ 40,974	\$ 35,411	\$ 364	\$ 1,417	\$ 41,338	\$ 36,828
Total Overall Revenues	\$ 75,489	\$ 68,539	\$ 73,430	\$ 57,287	\$ 148,919	\$ 125,826
Expenses						
General government	8,071	6,138			8,071	6,138
Public safety	34,677	33,953			34,677	33,953
Public ways/facilities/transportation	9,383	11,537			9,383	11,537
Parks and recreation	3,494	3,719			3,494	3,719
Community development	2,779	5,762			2,779	5,762
Interest on long-term debt	91	101			91	101
Water			12,129	8,919	12,129	8,919
Sewer			19,265	19,977	19,265	19,977
Transportation			5,211	4,732	5,211	4,732
Building & Safety			1,674	1,181	1,674	1,181
Total Expenses	\$ 58,495	\$ 61,210	\$ 38,279	\$ 34,809	\$ 96,774	\$ 96,019
Increase (Decrease) in Net Position before Transfers and Contributions	16,994	7,329	35,151	22,478	52,145	29,807
Transfers	2,098	5,171	(2,098)	(5,171)		
Contribution from private purpose trust	116	102			116	102
Change in Net Position	\$ 19,208	\$ 12,602	\$ 33,053	\$ 17,307	\$ 52,261	\$ 29,909
Net Position, beginning of year, as restated	286,913	274,311	227,314	210,007	514,227	484,318
Net Position, end of year	\$ 306,121	\$ 286,913	\$ 260,367	\$ 227,314	\$ 566,488	\$ 514,227

**City of Turlock
Management’s Discussion and Analysis (continued)
For the Year Ended June 30, 2021**

Governmental Activities Revenue Composition

Governmental activity revenues totaling \$75 million are comprised of various non-dedicated tax revenues ([General Revenues](#)) as well as revenues received for specific purposes ([Program Revenues](#)), revenues are categorized as follows:



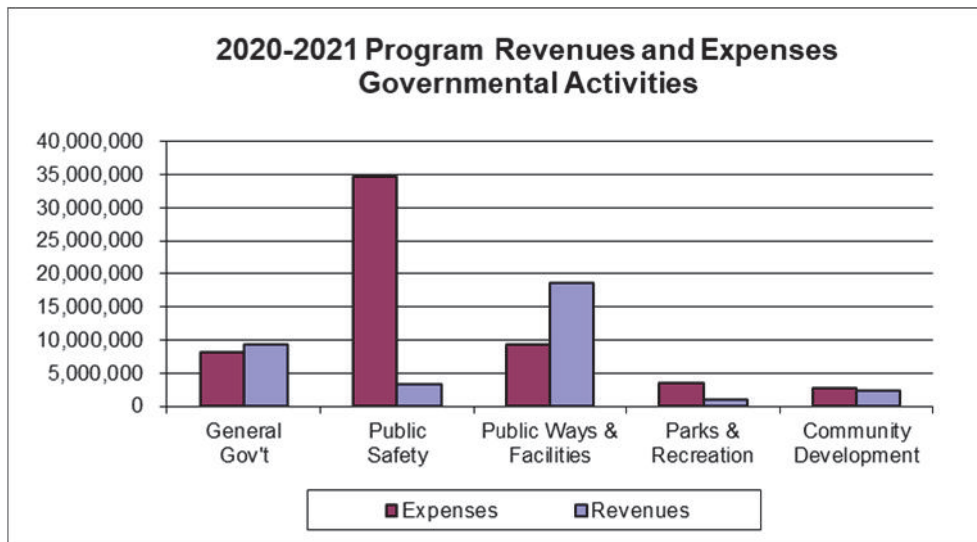
- Charges for Services – Revenues for specialized City services which are typically not demanded by the general population – totaled \$11.6 million. Included in this revenue category are the special assessment revenues charged by the City’s Lighting and Landscape maintenance districts as well as charges for specialized services provided by departments throughout the City and fees for participation in City-offered recreation programs.
- Operating Grants & Contributions – Revenues received from other governmental agencies which are primarily used for operational needs – totaled \$10.1 million. Operating grants include revenues received from the (1) U.S. Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development supporting the City’s affordable housing activities; (2) U.S. Department of Justice and California Office of Traffic Safety supporting various police activities; (3) Gas Tax and Local Transportation Funds used for street/road maintenance; and (4) revenues received by the City’s recreation division to support after school enrichment programs. Since these types of revenues are generally received on a reimbursement basis, annual amounts will vary from year-to-year depending on the activities in which the City is engaged.

**City of Turlock
 Management’s Discussion and Analysis (continued)
 For the Year Ended June 30, 2021**

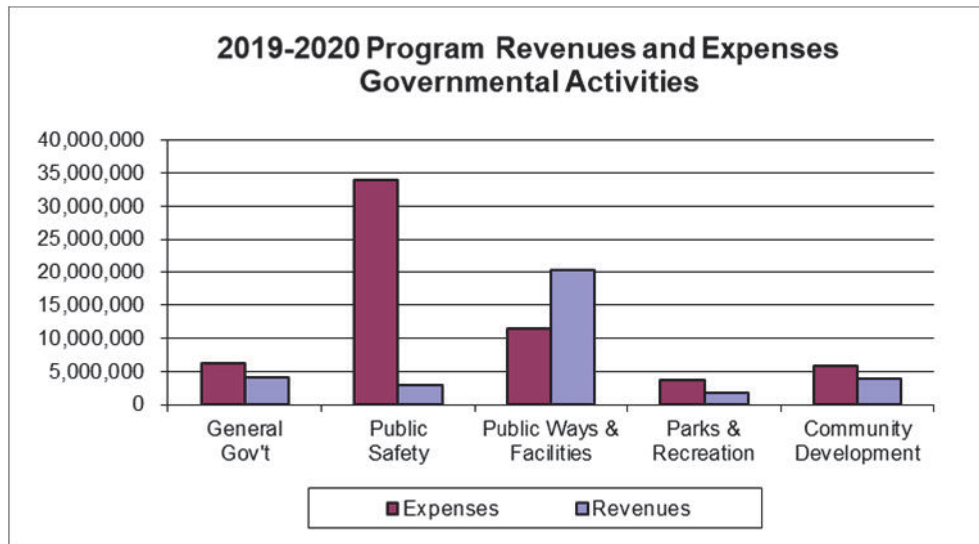
- Capital Grants & Contributions – These are typically development impact related revenues which are collected to finance the cost of new infrastructure as well as federal Department of Transportation revenues. Total revenues for 2020-2021 were \$12.8 million. The Department of Transportation revenues are used for street/road reconstruction and other maintenance that is more extensive than pothole patching and slurry seals. Funds from Measure L, a locally approved sales tax measure to be used for transportation needs within Stanislaus County, are used for street/road maintenance and rehabilitation.
- General revenues are all other revenues not classified as program revenues and are generally received for unrestricted uses. General revenues include property taxes, sales tax, property tax – VLF in lieu, franchise fees, business license fees, transient occupancy taxes and investment earnings. The City’s governmental activity general revenues totaled \$41.0 million for fiscal 2020-2021. Property tax assessed values increased 5.31% or \$378 million between 2019-2020 and 2020-2021 to a total of \$7.5 billion in assessed value for parcels within the City of Turlock. This resulted in a \$580,000 increase in assessed value related revenues. Sales taxes increased \$6.2 million from 2019-2020. The increase in Sales Tax can be primarily attributed to the beginning of the economic recovery following the Covid-19 Pandemic and the related closures and ‘stay-at home’ orders and the implementation of the Measure A sales tax.

Governmental Activities Revenues and Expenses

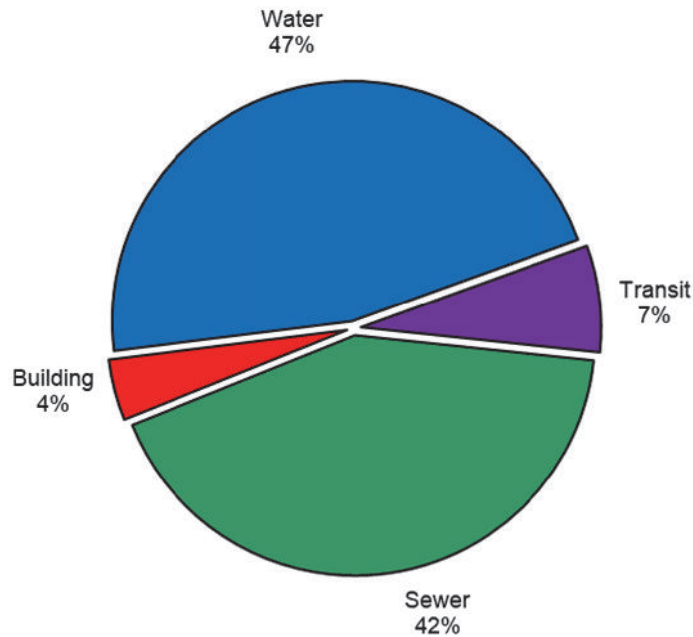
Governmental activity revenues are primarily used to finance governmental activities such as public safety, park maintenance, culture and recreation programs, and general government administration. The tables below graphically depict the typical relationship between program revenues and expenses for Governmental Activities for the past two years. In total, 2020-2021 expenses for Governmental Activities exceeded program revenues by \$24 million whereas in 2019-2020 expenses exceeded revenues by \$28 million.



**City of Turlock
 Management’s Discussion and Analysis (continued)
 For the Year Ended June 30, 2021**



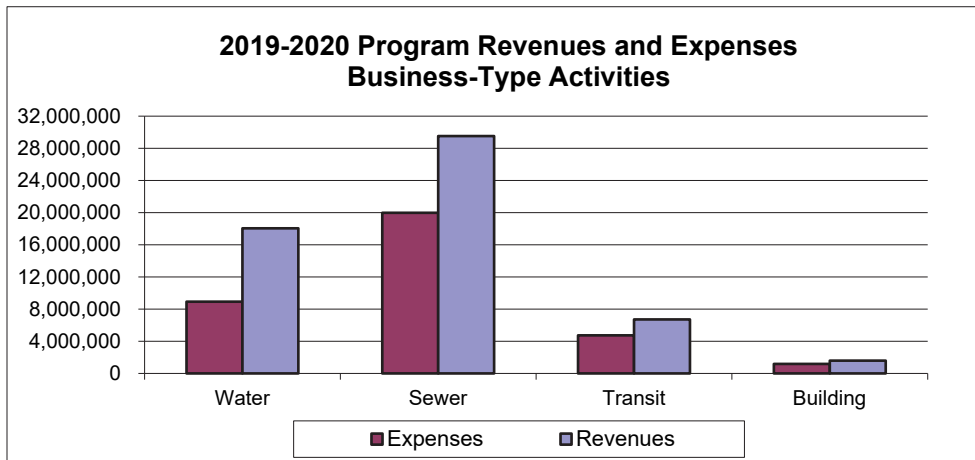
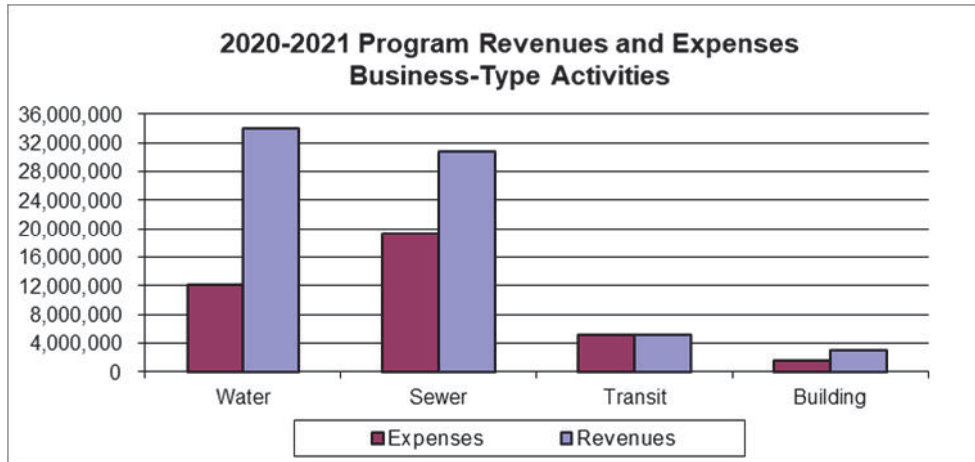
**Business-Type Activities
Revenues by Service Sector**



Revenues for business-type activities totaled \$73.1 million and related expenses totaled \$38.3 million of which \$19.3 million or 50% related to the maintenance and operations of the City’s wastewater treatment plant and the City’s storm drain collection system. Potable water maintenance and operations accounted for \$12.1 million or 32% of business-type activities expenses. Other business-type activities include the operation of both fixed route and dial-a-ride transit systems which provide service in Turlock as well as connecting those in need with County-wide transportation services. The City’s Building division assists all residents and developers in their pursuits of property development and improvements within the City limits.

The pie chart above and the graphs below present the composition of revenue for the City’s Business-Type activities by functional area as well as a comparison for both fiscal years 2020-2021 and 2019-2020 of the program revenues vs expenses for each of the four functional areas.

**City of Turlock
Management’s Discussion and Analysis (continued)
For the Year Ended June 30, 2021**



THE CITY’S FUND FINANCIAL STATEMENTS

Governmental Funds

As noted earlier, the focus of the City’s governmental funds (General, Special Revenue and Capital Projects) is to provide information related to resources (mainly cash), near-term inflows, outflows and spendable balances. This focus does not include capital assets and long-term debt.

At June 30, 2021, the City’s governmental funds reported combined fund balances of \$90.5 million, a \$20.8 million increase over the prior year. The General Fund’s fund balance is \$22.0 million at June 30, 2021. Governmental fund revenues (including transfers in) were \$82.2 million this year, of which General Fund revenues totaled \$51.7 million or 63%. Governmental fund expenditures (including transfers out) totaled \$62.1 million with the General Fund representing 67% of the total or \$41.8 million. The following provides additional information for select governmental funds.

City of Turlock
Management’s Discussion and Analysis (continued)
For the Year Ended June 30, 2021

General Fund – As previously mentioned, for financial reporting purposes, the “General Fund” includes not only the City’s General Fund, but also the Parks, Arts and Recreation Commission, Special Public Safety, Tourism (2 funds), Cannabis and Measure A funds. At June 30, 2021, the General Fund had a fund balance of \$22.0 million with \$19.0 million in the unassigned category. As noted in footnote 8, fund balances in governmental funds can fall into one of five categories – nonspendable, restricted, committed, assigned or unassigned. Balances falling in the nonspendable through assigned categories are there by virtue of (1) legal restrictions, (2) City Council action to commit resources for specific activities, and/or (3) action taken by management which signals the City’s intended use of resources. All other balances are categorized as unassigned.

General Fund revenues exceeded expenditures by \$10.0 million for 2020-2021. On-going General Fund revenues increased from \$38.5 million in 2020 to \$49.0 million in 2021.

The City continues to work balancing the economic vs. service demand challenges associated with the activities funded by the General fund. The primary reason the General Fund was able to generate increases to the Fund Balance in 2020-2021 was due to increases in tax revenues, particularly with Measure A sales tax in the amount of \$3.2 million.

Former LMI Housing Fund – This fund serves as the successor to the former Housing Set-Aside Fund and was formed after the dissolution of the City’s Redevelopment Agency. The purpose of this fund is to account for housing related activities and assets the City elected to retain from the former Redevelopment Agency. For fiscal year 2020-2021 the fund’s expenditures included \$55,393 in support of a Mobile Home Rental Subsidy program for income eligible senior citizens. This program is an enforceable obligation of the Successor Agency to the Turlock Redevelopment Agency.

Gas Tax/Street Improvement – This fund comprises the revenues and related expenditures the City receives from Gas Tax, Local Transportation Fund (LTF), Stanislaus County Measure L, State of CA SB 1 and Federal Department of Transportation (DOT) sources. Revenues (including transfers in) for 2020-2021 totaled \$12.5 million while expenditures (including transfers out) totaled \$7.8 million. Federally-funded projects typically take 3-4 years from beginning to end. The funding is received on a reimbursement basis meaning that the City spends the money first in accordance with the grant documents and is then reimbursed. The City uses Gas Tax Section 2103 dollars for the local match portion for many federally-funded projects. Major projects for which there were expenditures in 2020-2021 include; Hawkeye and Lander Avenue Rehabilitation, Pedestrian Intersection Improvements at Various Locations, Intersection Improvements at F Street and Lander Ave., Monte Vista and Fosberg Road, Tully Road and Tuolumne Road, N. Olive Ave and Wayside Drive and the preliminary engineering work required in advance of future rehabilitations or intersection improvements.

The Gas Tax and Local Transportation Fund dollars are used for general street maintenance (pothole repairs, crack sealing, slurry seals and striping) as well as the operational costs of the City’s street lights which are not in an assessment district, traffic signals, leaf pick-up, and street tree trimming. Local Transportation Fund dollars are also used for bicycle and pedestrian related-improvements contiguous to the City’s street/road system. The Gas Tax and LTF revenues are based on taxes paid when gasoline is purchased which is a revenue source that is not growing due to more fuel-efficient vehicles on the road. Expenditures funded by these revenue sources were at a level consistent with the prior year.

Facility Fees – This fund accounts for revenue and related expenditures as outlined in the City’s Capital Facilities Fee Improvement Program. These fees which are charged to new developments, are designed to finance the roadway, police, fire, and general government infrastructure, facilities and equipment needs throughout the City which are a result of development.

**City of Turlock
Management’s Discussion and Analysis (continued)
For the Year Ended June 30, 2021**

Enterprise Funds

The City’s enterprise funds provide the same information found in the government-wide financial statements for business-type activities only in a little more detail. The net position for the City’s enterprise funds increased \$33.0 million during fiscal year 2020-2021, which compares to a \$17.3 million increase for fiscal year 2019-2020. Overall operating revenues were approximately \$17.4 million higher than the prior year while operating expenses increased by approximately \$900,000. A water rate increase implemented in 2015-16 with annual increases over 5 years accounted for the increase in operating revenues for the City’s Water Enterprise fund in conjunction with \$11.2 million from a settlement for well remediation. The City is a member of the Stanislaus Regional Water Authority which is a joint powers authority developing a surface water supply project to supply additional drinking water to the customers within the Authority member’s service area. More information related to this project can be found at www.stanrwa.org/ and in Note 12 to the financial statements. Net operating income at the City’s wastewater facility was \$5.2 million compared to \$4.4 in 2019-2020. The City continues work on the North Valley Regional Recycled Water project which, when completed, will provide a beneficial reuse of the City’s tertiary treated effluent.

It should be noted that for both the water and wastewater systems, new development pays – via development impact fees - for the construction of infrastructure in the newly developing areas of town. The monthly user fees pay for the on-going delivery of water and sewer services as well as for the cost of replacing infrastructure either due to age or increasing regulatory requirements.

CAPITAL ASSETS

At June 30, 2021, the City had \$522 million, net of depreciation, invested in a broad range of capital assets used in governmental and business type activities. This investment includes land and improvements, buildings, machinery, equipment, vehicles, infrastructure and construction in progress. Infrastructure assets include items which are not moveable and are normally of use only to the City such as streets/roads, bridges, sidewalks, street lighting and traffic signals, parks, drainage systems, sewer collection and treatment systems and water distribution systems. Net additions to the City’s capital asset investment (including construction in progress but excluding current year depreciation) during fiscal year 2020-2021 was approximately \$24.3 million. Capital expenditures include transit buses, upgrades at the Regional Water Quality Control Facility, North Valley Regional Recycling Water Pipeline; as well as the purchase of vehicles and equipment by various departments which are used in their daily operations. Additional information regarding the City’s capital assets can be found in Note 6 to the financial statements starting on page 60.

DEBT ADMINISTRATION

At June 30, 2021 the City had \$230.5 million in debt outstanding as compared to \$101.6 million for the prior year. The City’s principal debt service obligations for 2020-21, totaling approximately \$5.4 million, are made up of the following:

	2020-21
	<u>Debt Service</u>
2012 Sewer Revenue Bonds	\$2,450,000
2017 Water Revenue Bonds	720,000
SRF - WQC Upgrade	1,112,828
SRF - Harding Drain By-Pass	691,324
SRF - North Valley Water Program	199,151
Motorola Equipment Lease/IBM	244,931
	<u><u>\$5,418,234</u></u>

Additional information regarding each of the City’s debt issues as well as debt service requirements is discussed in greater detail in Note 7 to the financial statements starting on page 63.

**City of Turlock
Management's Discussion and Analysis (continued)
For the Year Ended June 30, 2021**

NEXT YEAR'S BUDGET AND THE ECONOMY

In June 2021, the City Council adopted the budget for fiscal year 2021-2022. The 2021-2022 General Fund budget projected a surplus of \$5.7 million with revenues of just over \$63 million, including revenue from Measure A in the amount of \$11.2 million. The 2021-2022 budget included personnel cost increases budgeted based on existing MOUs and/or Schedules of Benefits as well as projected increases for retirement and increases to projected revenues, primarily sales tax revenue from Measure A, and increased activity following the Covid-19 pandemic.

More information regarding the City's budget can be obtained by going to the Finance division section under Administrative Services on the City website at www.ci.turlock.ca.us.

REQUESTS FOR INFORMATION

This Basic Financial Report is intended to provide citizens, taxpayers, investors, and creditors with a general overview of the City's finances. Questions about this report should be directed to the City's Finance Department, at 156 South Broadway, Suite 110, Turlock, CA 95380.

CITY OF TURLOCK

**STATEMENT OF NET POSITION AND
STATEMENT OF ACTIVITIES**

The Statement of Net Position and the Statement of Activities summarize the entire City's financial activities and financial position.

The Statement of Net Position reports the difference between the City's total assets and deferred outflows of resources and the City's total liabilities and deferred inflows of resources, including all the City's capital assets and all its long-term debt. The Statement of Net Position summarizes the financial position of all of the City's Governmental Activities in a single column, and the financial position of all of the City's Business-type Activities in a single column; these columns are followed by a Total column that presents the financial position of the entire City.

The City's Governmental Activities include the activities of its General Fund, along with all its Special Revenue and Capital Projects Funds. Since the City's Internal Service Funds service these Funds, their activities are consolidated with Governmental Activities, after eliminating inter-fund transactions and balances. The City's Business-type Activities include all its Enterprise Fund activities.

The Statement of Activities reports increases and decreases in the City's net position. It is also prepared on the full accrual basis, which means it includes all the City's revenues and all its expenses, regardless of when cash changes hands. This differs from the "modified accrual" basis used in the Fund financial statements, which reflect only current assets, current liabilities, available revenues and measurable expenditures.

The Statement of Activities presents the City's expenses first, listed by program, followed by the expenses of its business-type activities. Program revenues—that is, revenues which are generated directly by these programs—are then deducted from program expenses to arrive at the net expense of each governmental and business-type program. The City's general revenues are then listed in the Governmental Activities or Business-type Activities column, as appropriate, and the Change in Net Position is computed and reconciled with the Statement of Net Position.

Both of these Statements include the financial activities of the City and the Turlock Public Financing Authority, which is legally separate but is a component unit of the City because it is controlled by the City, which is financially accountable for the activities of this entity.

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CITY OF TURLOCK
STATEMENT OF NET POSITION
JUNE 30, 2021

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and investments (Note 3)	\$99,717,254	\$82,815,966	\$182,533,220
Restricted cash and investments and cash and investments with fiscal agent (Note 3)		101,665,253	101,665,253
Accounts receivable, net (Note 5C)	12,535,212	21,330,994	33,866,206
Interest receivable	187,376	195,165	382,541
Prepays	6,789		6,789
Due from Developers (Note 5A)	287,284	157,663	444,947
Long-term loans receivable (Note 5B)	36,804,016		36,804,016
Investment in affordable housing property (Note 1K)	327,184		327,184
Investment in joint venture (Note 12D)		40,893,800	40,893,800
Capital assets, not being depreciated (Note 6)	43,754,487	77,010,081	120,764,568
Capital assets, being depreciated (net) (Note 6)	203,385,770	197,404,998	400,790,768
Total Assets	397,005,372	521,473,920	918,479,292
DEFERRED OUTFLOWS OF RESOURCES			
Related to pensions (Note 9)	15,307,990	3,174,583	18,482,573
Related to OPEB (Note 10)	1,807,342	512,615	2,319,957
Total Deferred Outflows of Resources	17,115,332	3,687,198	20,802,530
LIABILITIES			
Accounts payable	6,607,938	3,319,086	9,927,024
Payroll payable	941,325	174,838	1,116,163
Interest payable	20,537	2,566,056	2,586,593
Unearned revenue	549,245	3,836,269	4,385,514
Deposits payable	1,126,833	513,253	1,640,086
Compensated absences (Note 11):			
Due within one year	615,201	124,700	739,901
Due in more than one year	2,460,804	498,798	2,959,602
Estimated claims liability (Note 11):			
Due in more than one year	2,497,192		2,497,192
Long-term debt (Note 7):			
Due within one year	255,022	5,143,844	5,398,866
Due in more than one year	1,766,567	223,345,654	225,112,221
Net pension liability (Note 9):			
Due in more than one year	71,738,986	20,185,670	91,924,656
Total OPEB Liability (Note 10):			
Due in more than one year	10,594,451	3,019,954	13,614,405
Total Liabilities	99,174,101	262,728,122	361,902,223
DEFERRED INFLOWS OF RESOURCES			
Related to pensions (Note 9)	1,576,756		1,576,756
Related to OPEB (Note 10)	7,248,500	2,066,188	9,314,688
Total Deferred Inflows of Resources	8,825,256	2,066,188	10,891,444
NET POSITION (Note 8):			
Net investment in capital assets	245,118,668	147,590,834	392,709,502
Restricted for:			
Capital projects	18,027,057		18,027,057
Special projects and programs	82,408,377		82,408,377
Total Restricted Net Position	100,435,434		100,435,434
Unrestricted	(39,432,755)	112,775,974	73,343,219
Total Net Position	\$306,121,347	\$260,366,808	\$566,488,155

See accompanying notes to basic financial statements

CITY OF TURLOCK
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021

Functions/Programs	Expenses	Program Revenues			Total
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Governmental Activities:					
General government	\$8,071,357	\$4,286,986	\$4,661,945	\$412,828	\$9,361,759
Public safety	34,676,805	2,074,458	901,820	245,048	3,221,326
Public ways and facilities/transportation	9,382,526	3,705,233	3,001,948	11,905,254	18,612,435
Parks and recreation	3,494,488	259,065	405,778	271,786	936,629
Community development	2,778,843	1,249,420	1,133,534		2,382,954
Interest and fiscal charges	90,893				
Total Governmental Activities	58,494,912	11,575,162	10,105,025	12,834,916	34,515,103
Business-type Activities:					
Water	12,129,266	33,056,698	74,726	811,832	33,943,256
Sewer	19,264,930	21,994,565		8,873,644	30,868,209
Transportation	5,210,958	91,286	4,039,726	1,119,400	5,250,412
Building & safety	1,674,431	3,003,251			3,003,251
Total Business-type Activities	38,279,585	58,145,800	4,114,452	10,804,876	73,065,128
Total	\$96,774,497	\$69,720,962	\$14,219,477	\$23,639,792	\$107,580,231

General revenues:

Taxes:
Property taxes
Sales taxes
Property tax-VLF in Lieu
Other Tax
Total taxes
Other revenue
Interest income
Contributions from private purpose trust
Transfers (Note 4)

Total general revenues and transfers

Change in Net Position

Net Position-Beginning, As Restated (Note 8E)

Net Position-Ending

See accompanying notes to basic financial statements

Functions/Programs	Net (Expense) Revenue and Changes in Net Position		
	Governmental Activities	Business-type Activities	Total
Governmental Activities:			
General government	\$1,290,402		\$1,290,402
Public safety	(31,455,479)		(31,455,479)
Public ways and facilities/transportation	9,229,909		9,229,909
Parks and recreation	(2,557,859)		(2,557,859)
Community development	(395,889)		(395,889)
Interest and fiscal charges	(90,893)		(90,893)
Total Governmental Activities	(23,979,809)		(23,979,809)
Business-type Activities:			
Water		\$21,813,990	21,813,990
Sewer		11,603,279	11,603,279
Transportation		39,454	39,454
Building & safety		1,328,820	1,328,820
Total Business-type Activities		34,785,543	34,785,543
Total	(23,979,809)	34,785,543	10,805,734
General revenues:			
Taxes:			
Property taxes	7,259,509		7,259,509
Sales taxes	20,889,466		20,889,466
Property tax-VLF in Lieu	7,445,318		7,445,318
Other Tax	4,117,973		4,117,973
Total taxes	39,712,266		39,712,266
Other revenue	1,020,507		1,020,507
Interest income	241,342	364,366	605,708
Contributions from private purpose trust	116,116		116,116
Transfers (Note 4)	2,097,565	(2,097,565)	
Total general revenues and transfers	43,187,796	(1,733,199)	41,454,597
Change in Net Position	19,207,987	33,052,344	52,260,331
Net Position-Beginning, As Restated (Note 8E)	286,913,360	227,314,464	514,227,824
Net Position-Ending	\$306,121,347	\$260,366,808	\$566,488,155

See accompanying notes to basic financial statements

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MAJOR GOVERNMENTAL FUNDS

The funds described below were determined to be Major Funds by the City in fiscal 2021. Individual non-major funds may be found in the Supplemental Section.

GENERAL FUND

The General Fund is used for all the general revenues of the City not specifically levied or collected for other City funds. Expenditure activities within the General Fund include public safety (police and fire), park maintenance, general City administration (includes City Clerk, payroll/personnel, accounts receivable, accounts payable, accounting), planning and the City attorney. For financial reporting purposes, the General Fund for the City of Turlock also includes Parks, Arts & Recreation Commission, Special Public Safety, Cannabis, Measure A, and Tourism (2 funds).

FORMER LMI HOUSING FUND

This fund accounts for the activity of the Housing Set-Aside funds post Redevelopment Agency dissolution.

GAS TAX/STREET IMPROVEMENT FUND

The Gas Tax/Street Improvement fund accounts for the City's Gas Tax (Highway User's Tax), Local Transportation Fund and Measure L (Stanislaus County Sales Tax Transportation Measure) revenues as well as federal/state/local grants received for street improvement purposes. These revenue sources are used in the maintenance of the City's street/road system including street sweeping, pothole repairs, streetlight/traffic signal lighting and maintenance, and various street reconstruction projects which are the result of wear and tear. Expenditures in this fund do not include street construction projects which are due to development.

FACILITY FEES

The Facility Fees fund accounts for the revenue and related expenditures as outlined in the City's Capital Facilities Fee Improvement Program. These fees, which are charged to new developments, are designed to finance the roadway, police, fire and general government infrastructure, facilities and equipment needs throughout town which are the result of development within town.

CITY OF TURLOCK
GOVERNMENTAL FUNDS
BALANCE SHEET
JUNE 30, 2021

	General	Former LMI Housing Fund	Gas Tax/ Street Improvement	Facility Fees	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS						
Cash and investments (Note 3)	\$20,441,685	\$1,308,342	\$11,550,017	\$10,333,321	\$42,930,539	\$86,563,904
Accounts receivable (Note 5C)	8,622,448	450	2,645,735	1,125	819,747	12,089,505
Interest receivable	100,120	1,641	13,884	12,205	45,741	173,591
Due from developers (Note 5A)	20,041			267,243		287,284
Loans receivable (Note 5B)	19	16,916,533			19,887,464	36,804,016
Prepays	6,789					6,789
Investment in affordable housing property (Note 1K)		327,184				327,184
Total Assets	\$29,191,102	\$18,554,150	\$14,209,636	\$10,613,894	\$63,683,491	\$136,252,273
LIABILITIES						
Accounts payable	\$4,761,017	\$835	\$474,804	\$233,955	\$579,697	\$6,050,308
Payroll payable	829,667		20,215		38,560	888,442
Due to other funds (Note 4B)					111,228	111,228
Unearned revenue	277,416		21,811		250,018	549,245
Deposits payable	1,124,131		52		2,650	1,126,833
Total Liabilities	6,992,231	835	516,882	233,955	982,153	8,726,056
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue (Note 1F and 5B)	193,863	16,916,533			19,887,464	36,997,860
FUND BALANCES						
Fund balance (Note 8):						
Nonspendable	26,849			267,243		294,092
Restricted		1,636,782	13,692,754	10,112,696	23,858,580	49,300,812
Committed	2,443,878				19,066,522	21,510,400
Assigned	510,366					510,366
Unassigned	19,023,915				(111,228)	18,912,687
Total Fund Balances	22,005,008	1,636,782	13,692,754	10,379,939	42,813,874	90,528,357
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$29,191,102	\$18,554,150	\$14,209,636	\$10,613,894	\$63,683,491	\$136,252,273

See accompanying notes to basic financial statements

CITY OF TURLOCK
 Reconciliation of the
 GOVERNMENTAL FUNDS-- BALANCE SHEET
 with the
 GOVERNMENTAL ACTIVITIES NET POSITION
 JUNE 30, 2021

Total fund balances reported on the Governmental Funds Balance Sheet \$90,528,357

Amounts reported for Governmental Activities in the Statement of Net Position
 are different from those reported in the Governmental Funds above because of the following:

CAPITAL ASSETS

Capital assets used in Governmental Activities are not current assets or financial resources and
 therefore are not reported in the Governmental Funds.

242,456,944

ALLOCATION OF INTERNAL SERVICE FUND NET POSITION

Internal service funds are not governmental funds. However, they are used by management to
 charge the costs of certain activities, such as insurance and central services and maintenance
 to individual governmental funds. The net current assets of the Internal Service Funds are therefore
 included in Governmental Activities in the following line items in the Statement of Net Position.

Cash and investments	13,153,350
Accounts receivable	639,570
Interest receivable	13,785
Due from other funds	2,237,727
Capital assets (net of accumulated depreciation)	4,683,313
Accounts payable	(557,630)
Payroll payable	(52,883)
Due to other funds	(2,126,499)
Compensated absences	(269,287)
Estimated claims liability	(2,497,192)
Net pension liability and related deferred outflows and inflows of resources	(5,590,982)
Total OPEB liability and related deferred inflows of resources	(1,448,411)

ACCRUAL OF NON-CURRENT REVENUES AND EXPENSES

Revenues which are unavailable on the Fund Balance Sheets, because they are not available currently
 are taken into revenue in the Statement of Activities.

36,997,860

LONG-TERM ASSETS AND LIABILITIES

The assets and liabilities below are not due and payable in the current period and therefore are not
 reported in the Funds:

Accounts receivable	(193,863)
Long-term debt	(2,021,589)
Interest payable	(20,537)
Compensated absences	(2,806,718)
Net pension liability and related deferred outflows and inflows of resources	(52,416,770)
Total OPEB liability and related deferred inflows of resources	<u>(14,587,198)</u>

NET POSITION OF GOVERNMENTAL ACTIVITIES

\$306,121,347

See accompanying notes to basic financial statements

CITY OF TURLOCK
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2021

	General	Former LMI Housing Fund	Gas Tax/ Street Improvement	Facility Fees	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES						
Taxes and assessments	\$27,518,605				\$4,544,449	\$32,063,054
Measure A sales tax	3,224,606					3,224,606
Licenses and permits	1,877,928				27,106	1,905,034
Fines, forfeitures, and penalties	108,019					108,019
Use of money and property	187,271	\$3,290	\$56,621	(\$22,045)	15,049	240,186
Intergovernmental	11,460,748		12,100,719		2,034,556	25,596,023
Charges for current services	4,495,128		77,351	4,280,780	1,468,898	10,322,157
Other revenue	143,683	1,262,058	3,546		2,595,513	4,004,800
Total Revenues	49,015,988	1,265,348	12,238,237	4,258,735	10,685,571	77,463,879
EXPENDITURES						
Current:						
General government	7,056,424			18,075	233,952	7,308,451
Public safety	30,386,486			263	699,296	31,086,045
Public ways and facilities/transportation	373,682		2,251,641	969	2,522,702	5,148,994
Parks and recreation	1,547,048				1,355,253	2,902,301
Community development	639,200	55,393			3,017,330	3,711,923
Capital outlay	3,502		5,306,284	2,943,292	340,468	8,593,546
Debt service:						
Principal	244,931					244,931
Interest and fiscal charges	93,381					93,381
Total Expenditures	40,344,654	55,393	7,557,925	2,962,599	8,169,001	59,089,572
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	8,671,334	1,209,955	4,680,312	1,296,136	2,516,570	18,374,307
OTHER FINANCING SOURCES (USES)						
Contributions from private purpose trust	56,806	49,310			10,000	116,116
Proceeds from sale of property	1,294				556,817	558,111
Transfers in (Note 4A)	2,678,412		215,689		1,854,126	4,748,227
Transfers (out) (Note 4A)	(1,407,110)		(224,458)	(150,000)	(1,244,094)	(3,025,662)
Total Other Financing Sources (Uses)	1,329,402	49,310	(8,769)	(150,000)	1,176,849	2,396,792
NET CHANGE IN FUND BALANCES	10,000,736	1,259,265	4,671,543	1,146,136	3,693,419	20,771,099
BEGINNING FUND BALANCES	12,004,272	377,517	9,021,211	9,233,803	39,120,455	69,757,258
ENDING FUND BALANCES	\$22,005,008	\$1,636,782	\$13,692,754	\$10,379,939	\$42,813,874	\$90,528,357

See accompanying notes to basic financial statements

CITY OF TURLOCK
 Reconciliation of the
 NET CHANGE IN FUND BALANCES - GOVERNMENTAL FUNDS
 with the
 CHANGE IN NET POSITION - GOVERNMENTAL ACTIVITIES
 FOR THE YEAR ENDED JUNE 30, 2021

The schedule below reconciles the Net Change in Fund Balances reported on the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance, which measures only changes in current assets and current liabilities on the modified accrual basis, with the Change in Net Position of Governmental Activities reported in the Statement of Activities, which is prepared on the full accrual basis.

NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS \$20,771,099

Amounts reported for governmental activities in the Statement of Activities are different because of the following:

CAPITAL ASSETS TRANSACTIONS

Governmental Funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is capitalized and allocated over their estimated useful lives and reported as depreciation expense.

The capital outlay and other capitalized expenditures are therefore added back to fund balance.	8,678,509
Depreciation expense is deducted from the fund balance (Depreciation expense is net of internal service fund depreciation of \$934,837 which has already been allocated to serviced funds).	(7,489,696)
Retirements are deducted from the fund balance	

LONG-TERM DEBT PROCEEDS AND PAYMENTS

Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of bond principal is an expenditure in the governmental funds, but in the Statement of Net Position the repayment reduces long-term liabilities.

Repayment of debt principal is added back to fund balance	244,931
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ACCRUAL OF NON-CURRENT ITEMS

The amounts below included in the Statement of Activities do not provide (or require) the use of current financial resources and therefore are not reported as revenue or expenditures in governmental funds (net change):

Unavailable revenue	(1,464,575)
Interest payable	2,488
Compensated absences	82,388
Net pension liability and related deferred outflows and inflows of resources	(3,609,856)
Total OPEB liability and related deferred outflows and inflows of resources	(82,146)

ALLOCATION OF INTERNAL SERVICE FUND ACTIVITY

Internal Service Funds are used by management to charge the costs of certain activities, such as equipment acquisition, maintenance, and insurance to individual funds. The portion of the net revenue (expense) of these Internal Service Funds arising out of their transactions with governmental funds is reported with governmental activities, because they service those activities.

Change in Net Position - All Internal Service Funds	<u>2,074,845</u>
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CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	<u><u>\$19,207,987</u></u>
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See accompanying notes to basic financial statements

CITY OF TURLOCK
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2021

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	Variance with Final Budget Positive (Negative)
	<u>Original</u>	<u>Final</u>		
REVENUES:				
Taxes and assessments	\$22,834,284	\$24,272,484	\$27,518,605	\$3,246,121
Measure A sales tax		2,700,000	3,224,606	524,606
Licenses and permits	1,604,580	1,412,280	1,877,928	465,648
Fines and forfeitures	137,200	98,900	108,019	9,119
Use of money and property	219,100	219,100	187,271	(31,829)
Intergovernmental	10,164,300	11,081,763	11,460,748	378,985
Charges for current services	4,423,996	4,299,091	4,495,128	196,037
Other revenue	192,785	193,785	143,683	(50,102)
Total Revenues	<u>39,576,245</u>	<u>44,277,403</u>	<u>49,015,988</u>	<u>4,738,585</u>
EXPENDITURES:				
Current:				
General government	4,568,182	7,893,862	7,056,424	837,438
Public safety	31,644,480	31,861,480	30,386,486	1,474,994
Public ways and facilities/transportation	337,960	337,960	373,682	(35,722)
Parks and recreation	2,284,026	1,775,327	1,547,048	228,279
Community development	843,142	843,142	639,200	203,942
Capital outlay	27,081	1,377,081	3,502	1,373,579
Debt service:				
Principal	244,930	244,930	244,931	(1)
Interest and fiscal charges	93,381	93,381	93,381	
Total Expenditures	<u>40,043,182</u>	<u>44,427,163</u>	<u>40,344,654</u>	<u>4,082,509</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(466,937)</u>	<u>(149,760)</u>	<u>8,671,334</u>	<u>8,821,094</u>
OTHER FINANCING SOURCES (USES)				
Contributions from private purpose trust	59,500	59,500	56,806	(2,694)
Proceeds from sale of property	5,000	5,000	1,294	(3,706)
Transfers in	2,609,185	3,959,185	2,678,412	(1,280,773)
Transfers (out)	(1,143,770)	(2,792,078)	(1,407,110)	1,384,968
Total Other Financing Sources (Uses)	<u>1,529,915</u>	<u>1,231,607</u>	<u>1,329,402</u>	<u>97,795</u>
NET CHANGE IN FUND BALANCE	<u>\$1,062,978</u>	<u>\$1,081,847</u>	10,000,736	<u>\$8,918,889</u>
BEGINNING FUND BALANCE			<u>12,004,272</u>	
ENDING FUND BALANCE			<u>\$22,005,008</u>	

See accompanying notes to basic financial statements

CITY OF TURLOCK
 FORMER LMI HOUSING FUND
 STATEMENT OF REVENUES, EXPENDITURES
 AND CHANGES IN FUND BALANCE
 BUDGET AND ACTUAL
 FOR THE YEAR ENDED JUNE 30, 2021

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
REVENUES:				
Use of money and property			\$3,290	\$3,290
Other revenue	\$3,500	\$3,500	1,262,058	1,258,558
Total Revenues	<u>3,500</u>	<u>3,500</u>	<u>1,265,348</u>	<u>1,261,848</u>
EXPENDITURES:				
Current:				
Community development	60,000	60,000	55,393	4,607
Total Expenditures	<u>60,000</u>	<u>60,000</u>	<u>55,393</u>	<u>4,607</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(56,500)</u>	<u>(56,500)</u>	<u>1,209,955</u>	<u>1,266,455</u>
OTHER FINANCING SOURCES (USES)				
Contributions from private-purpose trust	60,000	60,000	49,310	(10,690)
Total Other Financing Sources (Uses)	<u>60,000</u>	<u>60,000</u>	<u>49,310</u>	<u>(10,690)</u>
NET CHANGE IN FUND BALANCE	<u>\$3,500</u>	<u>\$3,500</u>	1,259,265	<u>\$1,255,765</u>
BEGINNING FUND BALANCE			<u>377,517</u>	
ENDING FUND BALANCE			<u>\$1,636,782</u>	

See accompanying notes to basic financial statements

CITY OF TURLOCK
GAS TAX / STREET IMPROVEMENT FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2021

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	Variance with Final Budget Positive (Negative)
	<u>Original</u>	<u>Final</u>		
REVENUES:				
Use of money and property	\$33,700	\$33,700	\$56,621	\$22,921
Intergovernmental	13,907,807	13,907,807	12,100,719	(1,807,088)
Charges for current services	31,150	31,150	77,351	46,201
Other	5,000	5,000	3,546	(1,454)
Total Revenues	<u>13,977,657</u>	<u>13,977,657</u>	<u>12,238,237</u>	<u>(1,739,420)</u>
EXPENDITURES:				
Current:				
Public ways and facilities/transportation	2,745,840	2,758,492	2,251,641	506,851
Capital outlay	11,810,274	12,345,615	5,306,284	7,039,331
Total Expenditures	<u>14,556,114</u>	<u>15,104,107</u>	<u>7,557,925</u>	<u>7,546,182</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(578,457)</u>	<u>(1,126,450)</u>	<u>4,680,312</u>	<u>5,806,762</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	886,636	886,636	215,689	(670,947)
Transfers out	(715,954)	(715,954)	(224,458)	491,496
Total Other Financing Sources (Uses)	<u>170,682</u>	<u>170,682</u>	<u>(8,769)</u>	<u>(179,451)</u>
NET CHANGE IN FUND BALANCE	<u><u>(\$407,775)</u></u>	<u><u>(\$955,768)</u></u>	<u>4,671,543</u>	<u><u>\$5,627,311</u></u>
BEGINNING FUND BALANCE			<u>9,021,211</u>	
ENDING FUND BALANCE			<u><u>\$13,692,754</u></u>	

See accompanying notes to basic financial statements

MAJOR PROPRIETARY FUNDS

Proprietary funds account for City operations financed and operated in a manner similar to a private business enterprise. The intent of the City is that the cost of providing goods and services be financed primarily through user charges. The City has identified the funds below as major proprietary funds in fiscal 2021, and the remaining enterprise fund is considered a non-major fund.

WATER

The Water Fund accounts for the revenues collected and expenses incurred in providing potable water to residents throughout the City. All activities necessary to provide this service, including administration, operations/maintenance, capital improvements, billing/collections and any financing costs are accounted for in this fund.

SEWER

The Sewer Fund accounts for the revenues collected and expenses incurred in conjunction with the operation and maintenance of the City's sewer and storm drainage systems throughout the City. All activities necessary to provide this service including administration, operations/maintenance, capital improvements, billing/collections and any financing costs are accounted for in this fund.

TRANSPORTATION

The Transportation fund accounts for the activities of the City's fixed-route (BLST) and Dial-a-Ride bus systems which are in part funded with Local Transportation and Federal Transportation funds.

NONMAJOR ENTERPRISE FUND

Building & Safety

This fund accounts for the activities of the City's Building Division. These activities include the issuance of building permits, checking building plans submitted for compliance with applicable State and local codes (plan check), performing building inspection for construction projects in town and providing assistance as needed to citizens with building-related questions/issues.

CITY OF TURLOCK
 PROPRIETARY FUNDS
 STATEMENT OF NET POSITION
 JUNE 30, 2021

	Business-type Activities-Enterprise Funds				Governmental Activities- Internal Service Funds	
	Water	Sewer	Transportation	Nonmajor Fund Building & Safety		Totals
ASSETS						
Current assets						
Cash and investments (Note 3)	\$53,845,323	\$24,297,277	\$2,218,306	\$2,455,060	\$82,815,966	\$13,153,350
Restricted cash and investments and cash and investments with fiscal agent (Note 3)	99,034,759	2,630,494			101,665,253	
Accounts receivable (Note 5C)	2,383,112	16,245,020	2,702,862		21,330,994	639,570
Interest receivable	143,847	45,868	2,710	2,740	195,165	13,785
Due from developers (Note 5A)		157,663			157,663	
Due from other funds (Note 4B)						2,237,727
Total current assets	155,407,041	43,376,322	4,923,878	2,457,800	206,165,041	16,044,432
Non-current assets						
Investment in Joint Venture (Note 12D)	40,893,800				40,893,800	
Capital assets not being depreciated (Note 6)	11,492,263	61,569,449	3,948,369		77,010,081	
Capital assets being depreciated (Note 6)	36,320,192	144,563,260	16,521,546		197,404,998	4,683,313
Total non-current assets	88,706,255	206,132,709	20,469,915		315,308,879	4,683,313
Total Assets	244,113,296	249,509,031	25,393,793	2,457,800	521,473,920	20,727,745
DEFERRED OUTFLOWS OF RESOURCES						
Related to pensions (Note 9)	899,553	1,745,388	229,311	300,331	3,174,583	1,043,381
Related to OPEB (Note 10)	147,161	284,998	34,347	46,109	512,615	163,045
Total deferred outflows of resources	1,046,714	2,030,386	263,658	346,440	3,687,198	1,206,426
LIABILITIES						
Current liabilities						
Accounts payable	1,859,448	1,172,723	282,549	4,366	3,319,086	557,630
Payroll payable	55,153	91,755	9,667	18,263	174,838	52,883
Interest payable	1,858,916	707,140			2,566,056	
Due to other funds (Note 4B)						2,126,499
Compensated absences (Note 11)	39,239	67,026	9,093	9,342	124,700	53,857
Bonds and loans payable (Note 7)	755,000	4,388,844			5,143,844	
Unearned revenue			3,836,269		3,836,269	
Deposits payable	513,253				513,253	
Total current liabilities	5,081,009	6,427,488	4,137,578	31,971	15,678,046	2,790,869
Long-term liabilities						
Claims liability (Note 11)						2,497,192
Compensated absences (Note 11)	156,955	268,103	36,372	37,368	498,798	215,430
Total OPEB liability (Note 10)	863,596	1,672,476	201,562	282,320	3,019,954	956,820
Net pension liabilities (Note 9)	5,719,822	11,098,107	1,458,078	1,909,663	20,185,670	6,634,363
Bonds and loans payable (Note 7)	142,069,900	81,275,754			223,345,654	
Total long-term liabilities	148,810,273	94,314,440	1,696,012	2,229,351	247,050,076	10,303,805
Total Liabilities	153,891,282	100,741,928	5,833,590	2,261,322	262,728,122	13,094,674
DEFERRED INFLOWS OF RESOURCES						
Related to pensions (Note 9)						
Related to OPEB (Note 10)	590,854	1,144,271	137,906	193,157	2,066,188	654,636
Total deferred inflows of resources	590,854	1,144,271	137,906	193,157	2,066,188	654,636
NET POSITION (Note 8):						
Net investment in capital assets	4,022,314	123,098,605	20,469,915		147,590,834	4,683,313
Unrestricted	86,655,560	26,554,613	(783,960)	349,761	112,775,974	3,501,548
Total Net Position	\$90,677,874	\$149,653,218	\$19,685,955	\$349,761	\$260,366,808	\$8,184,861

See accompanying notes to basic financial statements

CITY OF TURLOCK
 PROPRIETARY FUNDS
 STATEMENT OF REVENUES, EXPENSES
 AND CHANGES IN FUND NET POSITION
 FOR THE YEAR ENDED JUNE 30, 2021

	Business-type Activities-Enterprise Funds					Governmental Activities- Internal Service Funds
	Water	Sewer	Transportation	<u>Nonmajor Fund</u> Building & Safety	Totals	
OPERATING REVENUES						
Charges for services	\$21,613,605	\$21,959,312	\$91,264	\$2,999,503	\$46,663,684	\$13,132,526
Other income	11,443,093	35,253	22	3,748	11,482,116	1,333,447
Total Operating Revenues	<u>33,056,698</u>	<u>21,994,565</u>	<u>91,286</u>	<u>3,003,251</u>	<u>58,145,800</u>	<u>14,465,973</u>
OPERATING EXPENSES						
Salaries, benefits and insurance	3,363,594	6,411,512	882,829	1,165,827	11,823,762	11,230,830
Contractual	1,354,223	2,070,136	2,284,067	470,570	6,178,996	393,579
Supplies and maintenance	356,954	1,369,820	421,211	3,269	2,151,254	62,148
Utilities	1,265,792	1,999,789	41,558	10,408	3,317,547	75,670
Fleet expense	100,539	230,953	166,646	4,788	502,926	39,061
Depreciation and amortization	1,326,015	4,530,967	1,334,007		7,190,989	934,837
Other expenses	287,063	215,490	20,712	19,569	542,834	45,166
Total Operating Expenses	<u>8,054,180</u>	<u>16,828,667</u>	<u>5,151,030</u>	<u>1,674,431</u>	<u>31,708,308</u>	<u>12,781,291</u>
Operating Income (Loss)	<u>25,002,518</u>	<u>5,165,898</u>	<u>(5,059,744)</u>	<u>1,328,820</u>	<u>26,437,492</u>	<u>1,684,682</u>
NONOPERATING REVENUES (EXPENSES)						
Operating grants	74,726		4,039,726		4,114,452	
Interest income	210,055	134,091	11,783	8,437	364,366	1,156
Interest (expense)	(4,078,307)	(2,174,984)			(6,253,291)	
Gain (loss) on disposal of capital assets	3,221	(261,279)	(59,928)		(317,986)	14,007
Net Nonoperating Revenues (Expenses)	<u>(3,790,305)</u>	<u>(2,302,172)</u>	<u>3,991,581</u>	<u>8,437</u>	<u>(2,092,459)</u>	<u>15,163</u>
Income (Loss) Before Contributions and Transfers	<u>21,212,213</u>	<u>2,863,726</u>	<u>(1,068,163)</u>	<u>1,337,257</u>	<u>24,345,033</u>	<u>1,699,845</u>
Capital grants		4,059,192	1,119,400		5,178,592	
Capital contributions - connection/impact fees	811,832	4,814,452			5,626,284	
Transfers in (Note 4A)	8,032	4,441	62,642		75,115	528,799
Transfers out (Note 4A)	(839,302)	(1,182,123)	(61,801)	(89,454)	(2,172,680)	(153,799)
Net Contributions and Transfers	<u>(19,438)</u>	<u>7,695,962</u>	<u>1,120,241</u>	<u>(89,454)</u>	<u>8,707,311</u>	<u>375,000</u>
Change in net position	21,192,775	10,559,688	52,078	1,247,803	33,052,344	2,074,845
NET POSITION-BEGINNING	<u>69,485,099</u>	<u>139,093,530</u>	<u>19,633,877</u>	<u>(898,042)</u>	<u>227,314,464</u>	<u>6,110,016</u>
ENDING NET POSITION	<u>\$90,677,874</u>	<u>\$149,653,218</u>	<u>\$19,685,955</u>	<u>\$349,761</u>	<u>\$260,366,808</u>	<u>\$8,184,861</u>

See accompanying notes to basic financial statements

CITY OF TURLOCK
 PROPRIETARY FUNDS
 STATEMENT OF CASH FLOWS
 FOR THE YEAR ENDED JUNE 30, 2021

	Business-type Activities-Enterprise Funds				Governmental Activities- Internal Service Funds	
	Water	Sewer	Transportation	Nonmajor Fund Building & Safety		Totals
CASH FLOWS FROM OPERATING ACTIVITIES						
Receipts from customers	\$20,983,496	\$21,852,378	\$96,713	\$3,000,395	\$45,932,982	\$12,715,824
Payments to suppliers	(1,897,949)	(5,918,303)	(3,087,770)	(530,462)	(11,434,484)	(540,806)
Payments to employees and benefits	(2,954,028)	(5,854,913)	(754,876)	(913,982)	(10,477,799)	(11,551,847)
Other	11,443,093	35,253	22	3,748	11,482,116	1,333,447
Cash Flows from Operating Activities	<u>27,574,612</u>	<u>10,114,415</u>	<u>(3,745,911)</u>	<u>1,559,699</u>	<u>35,502,815</u>	<u>1,956,618</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
Intergovernmental receipts - operations	74,726		5,996,079		6,070,805	
Interfund receipts (payments)						262,803
Transfers in	8,032	4,441	62,642		75,115	528,799
Transfers out	(839,302)	(1,182,123)	(61,801)	(89,454)	(2,172,680)	(153,799)
Cash Flows from Noncapital Financing Activities	<u>(756,544)</u>	<u>(1,177,682)</u>	<u>5,996,920</u>	<u>(89,454)</u>	<u>3,973,240</u>	<u>637,803</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Intergovernmental receipts - capital program		33,542	160,446		193,988	
Acquisition of capital assets, net	(9,264,097)	(4,152,796)	(1,605,686)		(15,022,579)	(568,188)
Proceeds from sale of capital assets	3,221				3,221	37,525
Charges for joint project contributions	(30,957,500)				(30,957,500)	
Proceeds from issuance of debt	117,750,000	13,792,200			131,542,200	
Premium from issuance of debt	3,076,808				3,076,808	
Long-term debt payment - principal	(720,000)	(4,453,303)			(5,173,303)	
Long-term debt payment - interest	(2,520,144)	(2,221,382)			(4,741,526)	
Connection / impact fees	811,832	4,814,452			5,626,284	
Cash Flows from Capital and Related Financing Activities	<u>78,180,120</u>	<u>7,812,713</u>	<u>(1,445,240)</u>		<u>84,547,593</u>	<u>(530,663)</u>
CASH FLOWS FROM INVESTING ACTIVITIES						
Interest	161,462	159,763	11,774	7,741	340,740	5,755
Cash Flows from Investing Activities	<u>161,462</u>	<u>159,763</u>	<u>11,774</u>	<u>7,741</u>	<u>340,740</u>	<u>5,755</u>
Net Cash Flows	<u>105,159,650</u>	<u>16,909,209</u>	<u>817,543</u>	<u>1,477,986</u>	<u>124,364,388</u>	<u>2,069,513</u>
Cash and investments at beginning of period	47,720,432	10,018,562	1,400,763	977,074	60,116,831	11,083,837
Cash and investments at end of period	<u>\$152,880,082</u>	<u>\$26,927,771</u>	<u>\$2,218,306</u>	<u>\$2,455,060</u>	<u>\$184,481,219</u>	<u>\$13,153,350</u>
Reconciliation of Operating Income (Loss) to Cash Flows from Operating Activities:						
Operating income (loss)	\$25,002,518	\$5,165,898	(\$5,059,744)	\$1,328,820	\$26,437,492	\$1,684,682
Adjustments to reconcile operating income (loss) to cash flows from operating activities:						
Depreciation and amortization	1,326,015	4,530,967	1,334,007		7,190,989	934,837
Change in assets and liabilities:						
Accounts receivable	(630,109)	(106,934)	5,449	892	(730,702)	(416,702)
Accounts payable	1,444,792	(32,115)	(153,576)	(21,858)	1,237,243	(197,176)
Payroll payable	6,080	(3,083)	(2,667)	1,821	2,151	(3,531)
Compensated absences	(5,838)	(30,707)	(29,055)	12,177	(53,423)	(3,449)
Claims liability						(22,683)
Deferred outflows/inflows and total OPEB liability	61,189	110,215	28,596	49,072	249,072	(37,681)
Deferred outflows/inflows and net pension liability	348,135	480,174	131,079	188,775	1,148,163	18,321
Deposits payable	21,830				21,830	
Cash Flows from Operating Activities	<u>\$27,574,612</u>	<u>\$10,114,415</u>	<u>(\$3,745,911)</u>	<u>\$1,559,699</u>	<u>\$35,502,815</u>	<u>\$1,956,618</u>
NONCASH TRANSACTIONS:						
Amortization of bond premium	\$156,901	\$183,157			\$340,058	
Retirement of capital assets		(261,279)	(\$59,928)		(321,207)	(\$23,518)
Total Noncash Capital and Related Financing Activities	<u>\$156,901</u>	<u>(\$78,122)</u>	<u>(\$59,928)</u>		<u>\$18,851</u>	<u>(\$23,518)</u>

See accompanying notes to basic financial statements

FIDUCIARY FUNDS

FIDUCIARY FUNDS

These funds are used to account for assets held by the City as an agent for individuals, private organizations, and other governments. The financial activities of these funds are excluded from the City-wide financial statements, but are presented in separate Fiduciary Fund financial statements.

SUCCESSOR AGENCY TRUST FUND

The Successor Agency to the Turlock Redevelopment Agency (SA) was established as a result of the passage of Assembly Bill 1x 26, which dissolved all redevelopment agencies in the State of California effective February 1, 2012. By Resolution No. 2012-009 adopted on January 10, 2012, pursuant to Health and Safety Code Section 34173, the Turlock City Council declared that the City of Turlock would act in a special limited capacity as Successor Agency for the dissolved Turlock Redevelopment Agency (RDA), effective February 1, 2012. The SA is responsible for day to day administration of the former RDA, including identification and payment of enforceable and recognized obligations of the former RDA, and disbursement of available assets. An Oversight Board, consisting of 7 members appointed by various taxing entities within Stanislaus County as delineated in the dissolution law, supervises the SA's activities in the winding down of the former RDA's projects and programs.

CUSTODIAL FUNDS

Custodial Funds are used to report resources, not in a trust, that are held by the City for other parties outside of the City's reporting entity.

CITY OF TURLOCK
 FIDUCIARY FUNDS
 STATEMENT OF FIDUCIARY NET POSITION
 JUNE 30, 2021

	Successor Agency Private-Purpose Trust Fund	Custodial Funds	
		Custodial Funds	External Investment Pool Fund
ASSETS			
Cash and investments (Note 3)	\$1,994,754	\$350,958	\$6,183,614
Cash and investments with fiscal agent (Note 3)	575,025	103,798	
Accounts receivable		76,922	
Interest receivable		327	
Total Assets	<u>2,569,779</u>	<u>532,005</u>	<u>6,183,614</u>
LIABILITIES			
Accounts payable	670	49,680	
Interest payable	437,476		
Long-term debt (Note 13B):			
Due within one year	1,150,000		
Due in more than one year	33,602,431		
Total Liabilities	<u>35,190,577</u>	<u>49,680</u>	
NET POSITION (DEFICIT)			
Restricted for:			
Other organizations		482,325	
Pool participant			6,183,614
Net deficit held in trust for other governments	(32,620,798)		
Total Net Position (Deficit)	<u>(\$32,620,798)</u>	<u>\$482,325</u>	<u>\$6,183,614</u>

See accompanying notes to basic financial statements

CITY OF TURLOCK
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED JUNE 30, 2021

	Successor Agency Private-Purpose Trust Fund	Custodial Funds	
		Custodial Funds	External Investment Pool Fund
ADDITIONS			
Property taxes	\$2,559,282		
Assessments		\$448,045	
Net investment income	30	2,027	\$37,629
Other receipts			3,376,411
	<u>2,559,312</u>	<u>450,072</u>	<u>3,414,040</u>
DEDUCTIONS			
Community development	8,947		
Contributions to the City of Turlock	116,116		
Administration expense		31,610	
Recipient payments		380,660	
Interest and fiscal charges	1,202,335	28,760	
	<u>1,327,398</u>	<u>441,030</u>	
NET CHANGE IN NET POSITION	1,231,914	9,042	3,414,040
NET POSITION (DEFICIT)			
Beginning of year, as restated (Note 8E)	<u>(33,852,712)</u>	<u>473,283</u>	<u>2,769,574</u>
End of year	<u><u>(\$32,620,798)</u></u>	<u><u>\$482,325</u></u>	<u><u>\$6,183,614</u></u>

See accompanying notes to basic financial statements

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CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City was incorporated in 1908. The City operates under a Council-Manager form of government and provides the following services: police and fire, streets and highways, sanitation, water, sewer, parks & recreation, public improvements, planning and zoning, and general administrative services.

The financial statements and accounting policies of the City conform with generally accepted accounting principles applicable to governments. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for governmental accounting and financial reporting principles. Significant accounting policies are summarized below:

A. Reporting Entity

The accompanying basic financial statements present the financial activity of the City, which is the primary government presented, along with the financial activities of the Turlock Public Financing Authority which is controlled by and dependent on the City. Although the City and the Authority are separate legal entities, *blended* component units are in substance part of the City's operations and are reported as an integral part of the City's financial statements.

Turlock Public Financing Authority

The Turlock Public Financing Authority is a separate government entity whose purpose is to assist with the financing or refinancing of certain public capital improvements within the City. The Authority has the power to purchase bonds issued by any local agency at public or negotiated sale and may sell such bonds to public or private purchasers at public or negotiated sale. The Authority is controlled by the City and has the same governing body as the City, which also performs all accounting and administrative functions for the Authority. The Turlock Public Financing Authority was established December 15, 1998, pursuant to Article 1, Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California. The City of Turlock authorized the formation of a Joint Powers Authority with the former Turlock Redevelopment Agency.

B. Basis of Presentation

The City's Basic Financial Statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America.

These Standards require that the financial statements described below be presented.

Government-wide Statements: The Statement of Net Position and the Statement of Activities display information about the primary government, the City and its blended component unit. These statements include the financial activities of the overall City government, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. These statements distinguish between the *governmental* and *business-type activities* of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Statement of Activities presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) charges paid by the recipients of goods or services offered by the programs, (b) grants and contributions that are restricted to meeting the operational needs of a particular program and (c) fees, grants and contributions that are restricted to financing the acquisition or construction of capital assets. Revenues that are not classified as program revenues, including all taxes and franchise fees that are based on gross receipts, are presented as general revenues.

Fund Financial Statements: The fund financial statements provide information about the City's funds, including fiduciary funds and blended component units. Separate statements for each fund category - *governmental*, *proprietary*, and *fiduciary* - are presented. The emphasis of fund financial statements is on major individual governmental and enterprise funds, each of which is displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

Proprietary fund *operating* revenues and expenses, such as charges for services and the related costs, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. *Nonoperating* revenues and expenses, such as subsidies, investment earnings and any related costs, result from nonexchange transactions or ancillary activities.

C. Major Funds

Major funds are defined as funds that have either assets and deferred outflows of resources, liabilities and deferred inflows of resources, revenues or expenditures/expenses equal to ten percent of their fund-type total and five percent of the grand total. The General Fund is always a major fund. The City may also select other funds it believes should be presented as major funds.

The City reports the following major governmental funds in the accompanying financial statements:

General Fund - The General Fund is used for all the general revenues of the City not specifically levied or collected for other City funds. Expenditure activities within the General Fund include public safety (police and fire), park maintenance, general City administration (includes City Clerk, payroll/personnel, accounts receivable, accounts payable, accounting), planning and the City attorney. For financial reporting purposes, the General Fund for the City of Turlock also includes Parks, Arts & Recreation Commission, Special Public Safety, Cannabis, Measure A, and Tourism (2 funds).

Former LMI Housing Fund - This fund accounts for the activity of the Housing Set-Aside funds post Redevelopment Agency dissolution.

Gas Tax/Street Improvement Fund - The Gas Tax/Street Improvement fund accounts for the City's Gas Tax (Highway User's Tax), Local Transportation Fund and Measure L (Stanislaus County Sales Tax Transportation Measure) revenues as well as federal/state/local grants received for street improvement purposes. These revenue sources are used in the maintenance of the City's street/road system including street sweeping, pothole repairs, streetlight/traffic signal lighting and maintenance, and various street reconstruction projects which are the result of wear and tear. Expenditures in this fund do not include street construction projects which are due to development.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Facility Fees - The Facility Fees fund accounts for the revenue and related expenditures as outlined in the City's Capital Facilities Fee Improvement Program. These fees, which are charged to new developments, are designed to finance the roadway, police, fire and general government infrastructure, facilities and equipment needs throughout town which are the result of development within town.

The City reports the following enterprise funds as major funds in the accompanying financial statements:

Water Fund - Accounts for the revenues collected and expenses incurred in providing potable water to residents throughout the City. All activities necessary to provide this service, including administration, operations/maintenance, capital improvements, billing/collections and any financing costs are accounted for in this fund.

Sewer Fund - Accounts for the revenues collected and expenses incurred in conjunction with the operation and maintenance of the City's sewer and storm drainage systems throughout the City. All activities necessary to provide this service including administration, operations/maintenance, capital improvements, billing/collections and any financing costs are accounted for in this fund.

Transportation - The Transportation fund accounts for the activities of the City's fixed-route (BLST) and Dial-a-Ride bus systems which are in part funded with Local Transportation and Federal Transportation funds.

The City also reports the following fund types:

Internal Service Funds – The funds account for equipment pool, self-insurance, information technology and engineering activities, all of which provide services to other departments on a cost-reimbursement basis.

Trust Fund – Trust funds account for assets held by the City as an agent for various functions. The Successor Agency to the Turlock Redevelopment Agency Private-Purpose Trust Fund accounts for the accumulation of resources to be used for payments at appropriate amounts and times in the future. This fund accounts for winding down the affairs of the former Turlock Redevelopment Agency and makes payments on the Recognized Obligation Payment Schedule and disposes of assets and property of the former Redevelopment Agency for the benefit of taxing agencies. The financial activities of this fund are excluded from the City-wide financial statements, but are presented in separate Fiduciary Fund financial statements.

Custodial Funds are used to account for assets held by the City for the Northwest Triangle – Mello Roos Assessment District, Turlock Property and Business Improvement District #2 (PBID) and monies held for an external investment pool for the Stanislaus Regional Water Authority, none of which are held in trust. The financial activities of these funds are excluded from the City-wide financial statements, because they are not directly or indirectly governed by the City Council.

D. Basis of Accounting

The government-wide, proprietary, and fiduciary (trust and custodial funds) fund financial statements are reported using the *economic resources* measurement focus and the full accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental funds are reported using the *current financial resources* measurement focus and the *modified accrual* basis of accounting. Under this method, revenues are recognized when *measurable and available*. The City considers all revenues reported in the governmental funds to be available if the revenues are collected within ninety days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and accumulated unpaid vacation, sick pay and other employee benefit amounts, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as *expenditures* in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as *other financing sources*.

Non-exchange transactions, in which the City gives or receives value without directly receiving or giving equal value in exchange, include property taxes, grants, entitlements, and donations. On the accrual basis, revenue from taxes is recognized in the fiscal year for which the taxes are levied or assessed. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Other revenues susceptible to accrual are sales taxes and interest revenue. Forfeitures, licenses, other permits and miscellaneous revenue are not susceptible to accrual because they are not measurable until received in cash. Grant funding received in advance of the related expenditure is accounted for as unearned revenue.

Grant revenues are recognized in the fiscal year in which all eligibility requirements are met. Under the terms of grant agreements, the City may fund certain programs with a combination of cost-reimbursement grants, categorical block grants, and general revenues. Thus, both restricted and unrestricted net position may be available to finance program expenditures. The City's policy is to first apply restricted grant resources to such programs, followed by unrestricted resources if necessary.

E. *Prepays, Materials, Supplies and Deposits*

Certain payments to vendors reflect costs applicable to future fiscal years and are recorded as prepaid items in both government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed, rather than when purchased.

Materials and supplies are valued at cost on a first-in first-out basis. Supplies in the enterprise and internal funds consist principally of materials and supplies for utility and internal operations. Materials and supplies of the governmental funds consist of expendable supplies and materials held for consumption. The cost is recorded as an expense or expenditure in the funds at the time individual inventory items are consumed, rather than when purchased.

Prepays, materials, supplies and deposits in governmental funds are equally offset by nonspendable fund balance which indicates that they do not constitute available spendable resources even though they are a component of net current assets.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Deferred Inflows and Deferred Outflows of Resources

In addition to assets, the statement of financial position or balance sheet report a separate section for deferred outflows of resources. The City has deferred outflows of resources related to pension and OPEB as discussed in Notes 9 and 10. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position or balance sheet report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has one item which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from loans receivable and accounts receivable. The City also has deferred inflows of resources related to pensions and Other Post-Employment Benefits (OPEB) as discussed in Note 9 and 10. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

G. Property Tax Revenue

All property taxes are collected and allocated by the County of Stanislaus to the various taxing entities. Secured property taxes are determined annually as of January 1, and attach as an enforceable lien on real property as of July 1. Taxes are due November 1 and February 1, and are delinquent if not paid by December 10 and April 10, respectively.

In November 1993, the City adopted the “Teeter Plan” method of property tax distribution. Under the Teeter Plan, the County remits property taxes to the City based on assessments, not on collections, according to the following schedule: 55% in December, 40% in April, and 5% at the end of the fiscal year. Under this plan a need for an allowance for uncollectible taxes is eliminated.

Property tax is recognized when it is available and measurable. The City considers property tax as available if it is received within 60 days after the fiscal year end. Unsecured property taxes are due on July 1, and become delinquent if not paid by August 31.

H. Revenue Recognition for Water and Sewer

All receivables are shown net of an allowance for doubtful accounts. Service charge revenues (water, sewer and refuse collection) are recorded as billed to customers on a cyclical basis. All utility customers are billed monthly, in arrears. The amounts billed in July for June services are accrued as accounts receivable as of June 30.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

I. *Compensated Absences*

For governmental and business-type activities, compensated absences are recorded as earned (vested) and the related expenses and liabilities are reported in the government-wide financial statements.

In governmental funds, compensated absences are recorded as expenditures in the year paid as it is the City’s policy to liquidate any unpaid compensated absences at June 30 from future resources, rather than currently available financial funds. In proprietary funds, compensated absences are expensed to the various funds as earned (vested) and each proprietary fund’s share of the unpaid liability is recorded as a liability of the fund.

The City accrues vacation and sick time payable based on negotiated Memoranda of Understanding (MOU) and Schedules of Benefits with the City’s various bargaining units. The agreements indicate the methodology for accruing time and the maximum accrual limits.

The changes of the compensated absences during the fiscal year ended June 30, 2021 were as follows:

	<u>Governmental</u>	<u>Business Type</u>	<u>Total</u>
Beginning Balance	\$3,161,842	\$676,921	\$3,838,763
Net Change	<u>(85,837)</u>	<u>(53,423)</u>	<u>(139,260)</u>
Ending Balance	<u>\$3,076,005</u>	<u>\$623,498</u>	<u>\$3,699,503</u>
Current Portion	<u>\$615,201</u>	<u>\$124,700</u>	<u>\$739,901</u>

Compensated absences are liquidated by the fund that has recorded the liability. The long-term portion of governmental activities compensated absences is liquidated primarily by the General Fund.

J. *Fair Value Measurements*

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 inputs are inputs – other than quoted prices included within level 1 – that are observable for an asset or liability, either directly or indirectly.

Level 3 inputs are unobservable inputs for an asset or liability.

If the fair value of an asset or liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

K. *Investment in Affordable Housing Property*

The former Redevelopment Agency purchased parcels that are to be used for affordable housing purposes. The Successor Agency transferred affordable housing property with a carrying value of \$327,184 to the City as Housing Successor during fiscal year 2017. Such land parcels are accounted for at the lower of cost or net realizable value or agreed-upon sales price if a disposition agreement has been made with a developer.

The balance of the investment in affordable housing property in the Former LMI Housing Special Revenue Fund at June 30, 2021 was \$327,184.

L. *Use of Estimates*

The preparation of financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 – BUDGETS AND BUDGETARY ACCOUNTING

A. *Budgetary Control and Accounting*

The City follows these procedures in establishing the budgetary data reflected in the basic financial statements:

1. The City Manager submits to the City Council a proposed budget for the fiscal year beginning July 1. The budget includes proposed expenditures and the means of financing them.
2. The City Council reviews the proposed budget at meetings which are open to the public. The Council also conducts a public hearing on the proposed budget to obtain comments from interested citizens.
3. Prior to July 1, the budget is legally adopted through a passage of a resolution.
4. The City Manager is authorized to transfer funds within departmental budgets between major object classifications and between capital projects in the same fund. The City Council must authorize transfers between funds, between departments, and from the fund balances reserved for specific purposes.
5. Formal budgetary accounting is employed as a management tool for all funds, except the Custodial funds. Annual budgets are legally adopted and amended as required for the General Fund, Special Revenue Funds, Capital Projects Funds, Enterprise Funds and Internal Service Funds. All budgets are prepared on a basis consistent with generally accepted accounting principles in the United States.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 2 – BUDGETS AND BUDGETARY ACCOUNTING (Continued)

6. Budgeted amounts are reflected after all applicable amendments and revisions.
7. For each legally adopted operating budget, expenditures may not exceed budgeted appropriations at the department level. Departments can reallocate spending within an object (e.g. supplies or utilities) with the exception of personnel or capital outlay. The total expenditures for that object cannot be increased without the approval of the City Manager or City Council. Any reallocations between objects must be approved by the City Manager. Only the City Council can approve increases in the total appropriation for a Department within the General Fund or a Fund, other than the General Fund. A “department” for legal appropriation purposes may be a single organization (e.g. City Attorney) or an entire department having multiple divisions (e.g. Parks and Recreation).

B. Expenditures in Excess of Appropriations

The Public Ways and Facilities/Transportation Department of the General Fund incurred expenditures in excess of appropriations in the amount of \$35,722. The fund has sufficient fund balance or revenues to finance these expenditures.

NOTE 3 – CASH AND INVESTMENTS

The City pools cash resources from all funds, except cash and investments with fiscal agents, in order to facilitate the management of cash. The balance in the pooled cash account is available to meet current operating requirements. Cash in excess of current requirements is invested in various interest-bearing accounts and other investments for varying terms.

A. Policies

The City invests in individual investments and in investment pools. Individual investments are evidenced by specific identifiable *securities instruments*, or by an electronic entry registering the owner in the records of the institution issuing the security, called the *book entry* system. In order to increase security, the City employs the Trust Department of a bank as the custodian of certain City managed investments, regardless of their form.

Cash equivalents are considered amounts in demand deposits and short-term investments with a maturity date within three months of the date acquired by the City and are presented as “Cash and Investments” in the accompanying Basic Financial Statements.

California Law requires banks and savings and loan institutions to pledge government securities with a market value of 110% of the City’s cash on deposit, or first trust deed mortgage notes with a market value of 150% of the deposit, as collateral for these deposits. Under California Law this collateral is held in a separate investment pool by another institution in the City’s name and places the City ahead of general creditors of the institution.

The City’s investments are carried at fair value, as required by generally accepted accounting principles. The City adjusts the carrying value of its investments to reflect their fair value at each fiscal year end, and it includes the effects of these adjustments in income for that fiscal year.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 3 – CASH AND INVESTMENTS (Continued)

B. Classification

Cash and investments are classified in the financial statements as shown below, based on whether or not their use is restricted under the terms of City debt instruments or other agreements.

City cash and investments:	
Cash and investments available for operations	\$182,533,220
Restricted cash and investments and cash and investments with fiscal agent	101,665,253
Total City Cash and Investments	284,198,473
Cash and investments in Fiduciary Funds (Separate Statement):	
Successor Agency to the Redevelopment	
Agency Private Purpose Trust Fund:	
Cash available for operations	1,994,754
Cash and investments with fiscal agent	575,025
Custodial Funds:	
Cash and investments available for operations	350,958
Cash and investments with fiscal agent	103,798
Custodial Funds - External investment pool	6,183,614
Total Cash and Investments	\$293,406,622

Cash and investments as of June 30, 2021 consist of the following:

Cash on hand	\$5,280
Deposits with financial institutions	51,855,283
Investments	241,546,059
Total Cash and Investments	\$293,406,622

For purposes of the Statement of Cash Flows, cash equivalents are defined as investments with original maturities of 90 days or less, which are readily convertible to known amounts of cash. The City considers all pooled cash and investments (consisting of cash and investments and restricted cash and investments) held by the City as cash and cash equivalents because the pool is used essentially as a demand deposit account from the standpoint of the funds. The City also considers all non-pooled cash and investments (consisting of funds with fiscal agents) as cash and cash equivalents because investments meet the criteria for cash equivalents defined above.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 3 – CASH AND INVESTMENTS (Continued)

C. Investments Authorized by the California Government Code and the City’s Investment Policy

The City’s Investment Policy and the California Government Code allow the City to invest in the following, provided the credit ratings of the issuers are acceptable to the City; and approved percentages and maturities are not exceeded. The table below also identifies certain provisions of the California Government Code or the City’s Investment Policy where it is more restrictive:

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum Percentage of Portfolio	Maximum Investment In One Issuer
U.S. Treasury Notes, Bonds and/or Bills	5 years	A	Unlimited	N/A
U.S. Government Agency Securities	5 years	A	Unlimited	No more than 25%
Negotiable Certificates of Deposit	5 years	N/A	30%	N/A
Certificates of Deposit	5 years	A	Unlimited	N/A
Bankers' Acceptances	180 days	A	40%	No more than 30%
Commercial Paper	270 days	A-1 or Higher	25%	No more than 10%
State of Local Agency Investment Fund (LAIF)	N/A	N/A	Equal to maximum limit set by LAIF	N/A
Repurchase Agreement	1 year	N/A	Unlimited	N/A
Money Market and Mutual Funds	N/A	A	20%	N/A
Corporate Notes	5 years	AA	30%	N/A

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 3 – CASH AND INVESTMENTS (Continued)

D. Investments Authorized by Debt Agreements

The City must maintain required amounts of cash and investments with trustees or fiscal agents under the terms of certain debt issues. These funds are unexpended bond proceeds or are pledged reserves to be used if the City fails to meet its obligations under these debt issues. The California Government Code requires these funds to be invested in accordance with City resolutions, bond indentures or State statutes. The table below identifies the investment types that are authorized for investments held by fiscal agents. The table also identifies certain provisions of these debt agreements:

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum Percentage of Portfolio
U.S. Treasury Notes, Bonds and/or Bills	5 years	N/A	No maximum
U.S. Government Sponsored Securities	5 years	N/A	No maximum
State Obligations	N/A	A	No maximum
Pre-refunded Municipal Obligations	N/A	AAA	No maximum
Certificates of Deposit	30 days	A-1	No maximum
Bankers' Acceptances	30 days	A-1	No maximum
Commercial Paper	270 days	A-1+	No maximum
State Local Agency Investment Fund	N/A	N/A	LAIF Limits
Repurchase Agreements	270 days	A	No maximum
Guaranteed Investment Contracts	N/A	AA	No maximum
Money Market Funds	N/A	Aam or Aam-G Two highest rating categories	No maximum
Corporate Notes	N/A	N/A	No maximum
Negotiable Certificates of Deposit	N/A	N/A	No maximum

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 3 – CASH AND INVESTMENTS (Continued)

E. Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Normally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The City generally manages its interest rate risk by holding investments to maturity.

Information about the sensitivity of the fair values of the City’s investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the City’s investments by maturity or earliest call date:

Investment Type	12 Months or less	13 to 24 Months	25 to 60 Months	Total
<i>Held by City:</i>				
U.S. Treasury Notes	\$7,065,686	\$2,040,938	\$21,193,006	\$30,299,630
U.S. Government Agency Securities	11,067,376	999,867	6,075,196	18,142,439
Certificates of Deposit	14,330,695	1,764,755	2,280,185	18,375,635
California Local Agency Investment Fund	75,006,223			75,006,223
<i>Held by Trustee:</i>				
California Local Agency Investment Fund	99,009,214			99,009,214
Money Market Mutual Funds	712,918			712,918
Total Investments	<u>\$207,192,112</u>	<u>\$4,805,560</u>	<u>\$29,548,387</u>	<u>\$241,546,059</u>

The City is a participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City reports its investment in LAIF at the fair value amount provided by LAIF, which is the same as the value of the pool share. The balance is available for withdrawal on demand, and is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. Included in LAIF’s investment portfolio are collateralized mortgage obligations, mortgage-backed securities, other asset-backed securities, loans to certain state funds, and floating rate securities issued by federal agencies, government-sponsored enterprises, United States Treasury Notes and Bills, and corporations. At June 30, 2021 these investments matured in an average of 291 days.

Money Market Mutual funds are available for withdrawal on demand at June 30, 2021 matured in an average of 27 days.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 3 – CASH AND INVESTMENTS (Continued)

F. Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the actual rating as of June 30, 2021 for each investment type as provided by Standard and Poor’s investment rating system:

Investment Type	AAAm	AA+	Total
<i>Held by City:</i>			
U.S. Government Agency Securities		\$18,142,439	\$18,142,439
<i>Held by Trustee:</i>			
Money Market Mutual Funds	\$712,918		712,918
Total Rated Investments	\$712,918	\$18,142,439	18,855,357
<i>Not rated:</i>			
Certificates of Deposit			18,375,635
California Local Agency Investment Fund			174,015,437
<i>Exempt from credit rating disclosure:</i>			
U.S. Treasury Notes			30,299,630
Total Investments			\$241,546,059

G. Fair Value Hierarchy

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

The following is a summary of the fair value hierarchy of the fair value of investments of the City as of June 30, 2021:

	Level 1	Level 2	Total
Investments by Fair Value Level:			
<i>Held by City:</i>			
U.S. Treasury Notes		\$30,299,630	\$30,299,630
U.S. Government Agency Securities		18,142,439	18,142,439
Certificates of Deposit	\$4,507,501	13,868,134	18,375,635
Subtotal	\$4,507,501	\$62,310,203	66,817,704
Investments Measured at Amortized Cost:			
<i>Held by Trustee:</i>			
Money Market Mutual Funds			712,918
Investment Exempt from Fair Value Hierarchy:			
California Local Agency Investment Fund			174,015,437
Total Investments			\$241,546,059

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 3 – CASH AND INVESTMENTS (Continued)

U.S. Treasury Notes, and U.S. Government Agency Securities classified in Level 2 of the fair value hierarchy are valued using matrix pricing or Interactive Date Pricing and Reference Data (IDC). Certificate of Deposits classified in the Level 2 of the fair value hierarchy are valued using Bloomberg or IDC pricing. These prices are obtained from various pricing sources by our custodian bank.

Fair value is defined as the quoted market value on the last trading day of the period.

NOTE 4 – INTERFUND TRANSACTIONS

A. Transfers Between Funds

With Council approval, resources may be transferred from one City fund to another. The City uses interfund transfers for two main purposes. First to apportion costs initially accounted for in one fund to other funds that benefit from the goods and/or services acquired. Secondly to account for shared funding of capital improvement projects. The City accounts for capital improvement projects in one fund and the funds that are providing funding assistance transfer monies representing their contribution to the project fund.

Transfers between funds during the fiscal year ended June 30, 2021 were as follows:

Fund Making Transfer	Fund Receiving Transfers	Amount Transferred	
General Fund	Non-Major Governmental Funds	\$1,331,775	(A), (B)
	Internal Service Funds	75,335	(C)
Gas Tax/Street Improvement Fund	Non-Major Governmental Funds	32,498	(B)
	Transportation Enterprise Fund	62,642	(D)
	Internal Service Funds	129,318	(C)
Facility Fees Capital Projects Fund	Gas Tax/Street Improvement Fund	150,000	(B)
Non-Major Governmental Funds	General Fund	888,313	(A)
	Non-Major Governmental Funds	276,662	(A), (B)
	Water Enterprise Fund	8,032	(B)
	Sewer Enterprise Fund	4,441	(B)
Water Enterprise Fund	Internal Service Funds	66,646	(C)
	General Fund	563,261	(A), (E)
	Non-Major Governmental Funds	126,041	(A), (B)
	Internal Service Funds	150,000	(C)
Sewer Enterprise Fund	General Fund	982,646	(A), (E)
	Gas Tax/Street Improvement Fund	65,689	(A)
	Non-Major Governmental Funds	26,288	(A), (B)
	Internal Service Funds	107,500	(C)
Transportation Enterprise Fund	General Fund	61,801	(A)
Non-Major Enterprise Fund	General Fund	64,452	(A)
	Non-Major Governmental Funds	25,002	(A), (B)
Internal Service Funds	General Fund	117,939	(A), (E)
	Non-Major Governmental Funds	35,860	(A)
	Total Transfers	\$5,352,141	

- (A) To fund operations, including computer replacement
- (B) To fund capital improvements or equipment
- (C) To fund the Internal Service Equipment Pool for future vehicle purchases
- (D) To fund transportation operations from Measure L
- (E) To fund administrative expenses

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 4 – INTERFUND TRANSACTIONS (Continued)

B. Current Interfund Balances

Current interfund balances arise mainly due to the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. These balances are expected to be repaid shortly after the end of the fiscal year. Current amounts due to the Equipment Pool Internal Service Fund from the funds listed below at June 30, 2021 were as follows:

	Amount Due to
	Equipment Pool Internal Service Fund
Non-major Capital Projects Fund:	
East Tuolumne Master Plan	\$111,228
Internal Service Fund:	
Engineering	2,126,499
Total	\$2,237,727

C. Internal Balances

Internal balances are presented in the entity-wide financial statements only. They represent the net interfund receivables and payables remaining after the elimination of all such balances within governmental and business-type activities.

NOTE 5 – DUE FROM DEVELOPERS, LOANS RECEIVABLE AND ACCOUNTS RECEIVABLE

At June 30, 2021, the City had the following amounts due from developers and loans receivable. These amounts are further described below the table.

	Governmental Activities	Business-Type Activities	Total
Due from developers	\$287,284	\$157,663	\$444,947
Loans receivable	36,804,016		36,804,016
Total	\$37,091,300	\$157,663	\$37,248,963

A. Due from Developers

These amounts represent funds expended by the City in the preparation of the master plan and related planning documents required for the development of the City’s Northwest Specific Triangle Plan Area, its Northeast Master Plan Area and its Morgan Ranch Master Plan Area. The amounts expended by the City are being recovered as these Plan Areas develop via a specific development impact fee. The Northwest Triangle receivable of \$157,663 is recorded in the Sewer Enterprise Fund, the Northeast Master Plan receivable of \$20,041 is recorded in the General Fund and the Morgan Ranch Master Plan receivable of \$267,243 is recorded in the Facility Fees Capital Projects Fund.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 5 – DUE FROM DEVELOPERS, LOANS RECEIVABLE AND ACCOUNTS RECEIVABLE
(Continued)

B. Loans Receivable

Loans receivable at June 30, 2021 consist of the following:

Type of Loan/Borrower	Amount
Central Valley Coalition for Affordable Housing	\$10,298,450
First Time Homebuyer Loans	7,972,645
EAH, Inc. (Avena Bella)	13,848,836
Owner-Occupied Rehabilitation Loans	2,857,346
Rehabilitation Forgivable Loans for Energy Improvements	56,220
Rental Rehabilitation Loans	5,500
Turlock Gospel Mission Loans	390,000
We Care Program Loan	290,000
Haven Women's Center Loan	189,000
United Samaritans Foundation	175,000
Housing Authority of the County of Stanislaus	433,000
Greater Modesto Interfaith Hospitality Network Loan	288,000
Subtotal	36,803,997
Employee Computer Loans	19
Total long-term notes receivable	\$36,804,016

Central Valley Coalition for Affordable Housing

The Central Valley Coalition for Affordable Housing (CVCAH) is a Community Housing Development Organization (CHDO) participating in various projects in Turlock. A CHDO is a private, nonprofit, community-based service organization that has the capacity to develop affordable housing for the community it serves. The City of Turlock, under the HOME Investment Partnership (HOME) Program, is required to reserve HOME funds for investment in housing to be developed, sponsored, or owned by CHDOs. The City must identify and certify qualifying nonprofit organizations as CHDOs through HUD regulations.

CVCAH is currently participating in three types of projects within the City of Turlock. The first is Crane Terrace, a 44-unit, three-story, low-income senior living apartment complex. Using 20% Set-Aside monies, the former Redevelopment Agency loaned \$4 million to this \$10.5 million project under a Development and Disposition Agreement (DDA) dated April 26, 2005. The DDA calls for repayment of the 55-year note to begin in year 31 from residual rental receipts. The note carries 3% simple interest. The total outstanding principal and interest at June 30, 2021 was \$6,167,021.

The second type of project is the acquisition and rehabilitation of single-family residential units which will be rented out to HUD qualifying low/moderate income families. CVCAH currently has three of these properties for which the City holds promissory notes totaling \$1,017,529. The notes each carry a 5% annual interest rate and are due and payable, along with all accrued, unpaid interest at maturity, unless the underlying property is sold; at which time the note and all accrued, unpaid interest is due and payable. Total outstanding principal and interest at June 30, 2021 on these three properties was \$1,758,941.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 5 – DUE FROM DEVELOPERS, LOANS RECEIVABLE AND ACCOUNTS RECEIVABLE
(Continued)

The third type of project is the acquisition of multi-family properties which will be rented to HUD qualifying, low-income families. CVCAH currently owns three multi-family properties for which the City holds promissory notes totaling \$1,394,604. The notes each carry annual interest rates from 3% - 5% and are due and payable, along with all accrued, unpaid interest at maturity, unless the underlying property is sold; at which time the note and all accrued, unpaid interest is due and payable. Total outstanding principal and interest at June 30, 2021 on these three properties was \$2,372,488.

First Time Homebuyer Loans

The First Time Homebuyer Loan program, funded using Federal and/or State of California HOME funds, CDBG funds, and former Redevelopment Agency low-/moderate-income housing funds, provides eligible prospective homebuyers within the City of Turlock with up to \$80,000 in funding assistance through a silent second deed of trust on their home. The loans are interest free for the first five years and accrue interest at 3% - 5% simple interest annually thereafter. The loans are due and payable should the homeowner refinance or sell the property. Proceeds from repaid loans are used to extend new loans. As of June 30, 2021, the City had 153 loans outstanding, totaling to \$7,972,645.

EAH, Inc. (Avena Bella)

EAH, Inc. is a nonprofit corporation which develops and manages affordable housing projects in the western United States. The former Redevelopment Agency entered into two Disposition and Development Agreements (DDA) with EAH to assist in the development and help secure financing for the Avena Bella multi-family housing project on 6.7 acres of property in the area of Linwood Avenue and Hwy 99. The site was initially owned by the City of Turlock and will be conveyed to the developer (EAH) pursuant to the terms of the DDA. The proposed project is a two-phased, 140 unit, three-story, apartment complex for low- and very low-income families with amenities that would complement the project and surrounding neighborhood.

The DDA for Phase I and construction of the first 80 units on 4.3 acres contains funding of up to \$5 million of former RDA low- and moderate-income funds divided into two separate funding horizons. The first is a pre-development loan of up to \$1 million to reimburse the developer for certain pre-construction, design and engineering costs. The second is a development cost loan of up to \$4 million to be used for construction and development of the project, excluding development fees, management fees or other similar fees.

The DDA for Phase II, which is projected to construct an additional 60 units on the remaining 2.4 acres, provides for up to \$500,000 in advanced pre-development costs in the form of a loan. The balance of the \$3,744,107 million loan is for construction and final development of the project, excluding development fees, management fees or other similar fees. The California Department of Finance has concluded that the DDA for Phase II is an enforceable obligation and has issued a Letter of Final and Conclusive Determination related to this DDA.

Both DDAs contain conditions which must be achieved in order for the developer to be eligible to receive funding as well as conditions related to the development of the project, additional funding sources which must be obtained, and conditions for the transfer of ownership of the property.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 5 – DUE FROM DEVELOPERS, LOANS RECEIVABLE AND ACCOUNTS RECEIVABLE
(Continued)

Each loan is memorialized with a Promissory Note and a recorded deed of trust against the property. The combined loans carry a 3% annual simple interest rate and will be repaid using residual receipts over a 55 year period. As of June 30, 2021, EAH had drawn down all the funds associated with the DDA for Phase I and II of the project.

In connection with Phase II of the apartment complex the City issued two additional loans during fiscal year 2020. The first loan in the amount of \$2,467,373 was funded with Home Investment Partnership (HOME) funds to assist with the development and construction of the additional 60 multi-family residential housing units. The loan accrues simple interest of 3%, will be repaid with residual receipts. The second loan, in the amount of \$885,000 issued for the acquisition of the property from the City. The loan accrues simple interest of 1% and no payments are due until the maturity date. Principal and accrued interest on both the HOME loan and the acquisition loan are due October 1, 2074. Both loans were fully drawn down as of June 30, 2020

Outstanding principal and accrued interest for all four loans for this project totaled \$13,848,836, as of June 30, 2021.

Owner-Occupied Rehabilitation Loans

The Owner-Occupied Rehabilitation Loan program, funded with either Federal Community Development Block Grant (CDBG) or State of California HOME funds, provides eligible homeowners with funding for health, safety and/or building code related improvements to their home. Eligibility is established based on the age and income requirements for U.S. Department of Housing and Urban Development (HUD) funded programs. The loans are for a maximum of 20 years and can be either fully amortizing or deferred – depending on the age and income level of the applicant. The fully amortizing loans carry a 5% simple interest rate for the entire term, while the deferred loans accrue simple interest at 5% for the first 10 years and then no interest for the remaining 10 years. All loans are secured by a recorded silent second deed of trust on the property. The loans are due and payable should the homeowner refinance or sell the property. As of June 30, 2021, the City had 32 loans outstanding, totaling to \$2,857,346.

Cherry Tree Village Loans

The City and the City's former Redevelopment Agency assisted in the development of Cherry Tree Village, a low-income senior housing project. Pursuant to a Loan Agreement dated September 23, 1998, the City using \$400,000 in CDBG funds and the former Redevelopment Agency using \$600,000 in low/moderate-income housing funds loaned the project \$1,000,000. Loan proceeds were disbursed in increments as the project was completed in accordance with the terms of the Agreement. The loan proceeds have been fully disbursed. Interest accrues on the loan at an annual rate of 5% and is calculated based on the disbursement date of loan installments. The loan is to be repaid from residual rental income generated by the project. Any unpaid principal and accrued interest is due and payable at the end of forty years. Total outstanding loans for this project were fully repaid at June 30, 2021.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 5 – DUE FROM DEVELOPERS, LOANS RECEIVABLE AND ACCOUNTS RECEIVABLE
(Continued)

Rehabilitation Forgivable Loans for Energy Improvements

Using CDBG-R funding, the City has been able to provide forgivable loans for energy improvements made as part of the rehabilitation process for a qualified low/moderate income homeowner. The forgivable loans can be used for structural (e.g. windows, weather stripping, insulation) and/or appliance (e.g. HVAC, refrigerator) improvements to the property which reduce the energy usage of the home. The forgivable loans are for up to \$20,000, carry no interest, and are forgiven equally over a five-year period provided the home continues to be the primary residence of the qualified homeowner. At June 30, 2021 the City had 5 loans outstanding with principal and accrued interest of \$56,220.

Rental Rehabilitation Loans

The Rental Rehabilitation Loan program, funded with CDBG funds, is similar to the owner-occupied program except it is for rental properties. To be eligible, the property must be occupied by a qualified low/moderate income tenant based on HUD requirements. These fully amortizing loans are for a maximum of 20 years and carry a 6.5% simple interest rate. The loans are due and payable should the homeowner refinance or sell the property or have a non-qualifying tenant. As of June 30, 2021, the City had one loan outstanding totaling to \$5,500.

Turlock Gospel Mission Loans

In March 2016, the City, using CDBG funds, executed a loan agreement and promissory note secured by a deed of trust with the Turlock Gospel Mission (a California non-profit public benefit corporation) (TGM) to assist TGM with the purchase of property to be used as the home for TGM's Homeless Assistance Ministry Center (HAM Center). Since 2012 the HAM Center serves as a homeless day center as well as provides case management services to obtain identification, connection to mental health services and benefits, substance abuse programs, and other social service assistance. Their mission is to provide hope and assistance to those currently homeless in an effort to help them obtain jobs, essential services and secure permanent housing opportunities. The loan agreement provides for the note to be forgiven equally over a 10 year period provided TGM continues to use the property for its intended purpose. No interest accrues on the note as long as the borrower is not in default per terms of the loan agreement. As of June 30, 2021, the amount outstanding was \$60,000.

In May 2021, the City, using Homeless Emergency Aid Program (HEAP) funds, executed a second loan agreement and promissory note secured by a deed of trust with Turlock Gospel Mission to assist with the renovation of a commercial building to provide shelter and intensive case management for homeless intervention. The building is located at 432 South Broadway. The loan agreement in the amount of \$330,000 provides for the promissory note to be forgiven at a rate of 10% per year for a total of ten years provided that the property continues to be used as a homeless shelter.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 5 – DUE FROM DEVELOPERS, LOANS RECEIVABLE AND ACCOUNTS RECEIVABLE
(Continued)

We Care Program Loan

In September 2015 the City, using both CDBG and HOME funds, executed a loan agreement and two promissory notes each secured by a deed of trust with the We Care Program Turlock (a California non-profit public benefit corporation) to assist We Care with the purchase a fourplex to be used as transitional housing for persons at or below sixty percent (60%) of the median income in Stanislaus County as defined by HUD. The CDBG portion of the loan is for \$240,000 and the HOME portion is \$110,000. No interest accrues and no periodic payments are due on either note as long as the borrower is not in default and the property continues to be used for its intended purpose. The HOME loan is equally forgivable over a 20 year period provided We Care continues to use the property for its intended purpose and is not otherwise in default as defined by the loan agreement. The CDBG loan is not forgivable and is repayable at the time the borrower ceases to use the property for its intended purpose. The CDBG loan also contains an equity sharing provision which means that if the borrower sells the property for more than the repayment amount required under the CDBG and HOME loan notes, 50% of the excess proceeds will be paid to the City. As of June 30, 2021, the amounts outstanding on the CDBG and HOME notes were \$180,000 and \$110,000, respectively.

Haven Women’s Center

In August 2016, using both CDBG and HOME funds, the City executed a loan agreement and two promissory notes each secured by a deed of trust with Haven Women’s Center of Stanislaus (a California non-profit public benefit corporation) to assist the Haven Women’s Center with the purchase of a single family residence to be rented to families or persons at or below sixty percent (60%) of the median income in Stanislaus County, as defined by HUD. The CDBG portion of the loan is for \$105,000 and the HOME portion is \$105,000. No interest accrues and no periodic payments are due on either loan as long as the borrower is not in default and the property continues to be used for its intended purpose.

The CDBG loan is equally forgivable over a 20 year period provided Haven Women’s Center is not otherwise in default as defined by the loan agreement. The HOME loan is not forgivable and is repayable at the time the borrower ceases to use the property for its intended purpose. The HOME loan also contains an equity sharing provision which means that if the borrower sells the property for more than the repayment amount required under the CDBG and HOME loan notes, 50% of the excess proceeds will be paid to the City. As of June 30, 2021, the amounts outstanding on the CDBG and HOME loans were \$84,000 and \$105,000, respectively.

United Samaritans Foundation Loan

In March 2018, the City, using CDBG funds, executed a loan agreement and promissory note secured by a deed of trust with United Samaritans Foundation (USF) to assist with the restoration of the bathroom and shower facilities for the building that is being leased to the We Care Program Turlock for the purposes of providing sheltering and other services to homeless men. The building is located at 219 South Broadway and has served as a shelter since 2003.

The loan agreement to USF in the amount of \$175,000 provides for the promissory note to be forgiven at that end of six years provided that the property continues to be used as a homeless shelter.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 5 – DUE FROM DEVELOPERS, LOANS RECEIVABLE AND ACCOUNTS RECEIVABLE
(Continued)

Housing Authority of the County of Stanislaus Loan

In November 2020 the City, using HOME funds, executed a loan agreement and promissory note secured by a deed of trust with the Housing Authority of the County of Stanislaus to assist the Housing Authority with the purchase a single family home and a triplex to be used as transitional housing for persons at or below sixty percent (60%) of the median income in Stanislaus County as defined by HUD. The HOME loan is for \$433,000. No interest accrues and no periodic payments are due on the note as long as the borrower is not in default and the property continues to be used for its intended purpose. The HOME loan is forgivable at a rate of 5% per year over twenty years. As of June 30, 2021, the amount outstanding on the HOME note was \$433,000.

Greater Modesto Interfaith Hospitality Network Loan

In September 2020 the City, using CDBG funds, executed a loan agreement and promissory note secured by a deed of trust with the Greater Modesto Interfaith Hospitality Network (the Network) (a California non-profit public benefit corporation) to assist the Network with the purchase a single family home to be used as transitional housing for persons at or below eighty percent (80%) of the median income in the City as defined by HUD. The CDBG loan is for \$288,000. No interest accrues and no periodic payments are due on the note as long as the borrower is not in default and the property continues to be used for its intended purpose. The CDBG loan is not forgivable and is repayable at the time the borrower ceases to use the property for its intended purpose. The CDBG loan also contains an equity sharing provision which means that if the borrower sells the property for more than the repayment amount required under the CDBG loan notes, 50% of the excess proceeds will be paid to the City. As of June 30, 2021, the amount outstanding on the CDBG note was \$288,000.

Employee Computer Loans

All full-time City employees who have completed their probationary period are eligible to obtain an interest free loan of up to \$2,500 to purchase a computer. All requests for loans are subject to review by the Service Area Director and must be approved by either the City Manager or Assistant City Manager. Repayment of these loans is handled through payroll deductions which are spread out equally over a two year period. Employees must repay the outstanding balance of their loans upon ending their employment with the City. As of June 30, 2021, 1 employee had a loan due to the City totaling \$19.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 5 – DUE FROM DEVELOPERS, LOANS RECEIVABLE AND ACCOUNTS RECEIVABLE
(Continued)

C. Accounts Receivable

The following table provides a detailed listing of the City’s accounts receivable by type as of June 30, 2021:

	Due from Other Governments	Accounts Receivable	Total
General Fund	\$6,417,974	\$2,204,474	\$8,622,448
Former LMI Housing Special Revenue Fund		450	450
Gas Tax/ Street Improvement Special Revenue Fund	2,645,735		2,645,735
Facility Fees Capital Projects Fund	1,125		1,125
Nonmajor Governmental Funds	482,081	337,666	819,747
Water Enterprise Fund		2,383,112	2,383,112
Sewer Enterprise Fund	13,807,200	2,437,820	16,245,020
Transportation Enterprise Fund	2,699,645	3,217	2,702,862
Internal Service Funds		639,570	639,570
Total	26,053,760	8,006,309	34,060,069
Less allowance for collectability	(193,863)		(193,863)
Total, Net	\$25,859,897	\$8,006,309	\$33,866,206

NOTE 6 – CAPITAL ASSETS

Capital assets, which include land, buildings, improvements, equipment and infrastructure assets (e.g. roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities in the Government-Wide Financial Statements. Capital assets are recorded at historical cost or estimated historical cost if actual cost is not available. Donated assets are valued at their estimated fair value on the date donated. City policy has set the capitalization thresholds for reporting capital assets at the following:

General Capital Assets	\$10,000
Infrastructure Capital Assets	50,000

Depreciation has been provided on a straight-line basis over the following useful lives:

	Years
Land Improvements and Infrastructure	25-60
Buildings	30-50
Furniture and Equipment	5-10
Vehicles	5-10

The City defines infrastructure as the basic physical assets that allow the City to function. The assets include streets, sewer, parklands, and buildings. Each major infrastructure system can be divided into subsystems. For example, the street system can be subdivided into pavement, curb and gutters, sidewalks, medians, streetlights, landscaping and land. These subsystems were not delineated in the basic financial statements. The appropriate operating department maintains information regarding the subsystems.

Interest accrued during the construction of capital assets, if any, is capitalized for the business-type activities in the proprietary funds as part of the asset cost.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 6 – CAPITAL ASSETS (Continued)

A. Capital Assets Additions and Retirements

At June 30, 2021 the City’s capital assets for governmental activities consisted of the following:

<i>Governmental activities</i>	Balance at June 30, 2020 (As Restated)	Additions	Retirements/ Adjustments	Transfers	Balance at June 30, 2021
Capital assets not being depreciated:					
Land	\$17,448,669			\$125,689	\$17,574,358
Construction in progress	30,083,677	\$8,312,904		(12,216,452)	26,180,129
Total capital assets not being depreciated	<u>47,532,346</u>	<u>8,312,904</u>		<u>(12,090,763)</u>	<u>43,754,487</u>
Capital assets being depreciated:					
Land improvements	37,605,043			558,724	38,163,767
Buildings	55,522,336	18,942			55,541,278
Furniture and equipment	16,860,685	406,901			17,267,586
Vehicles	12,657,041	505,675	(\$94,595)		13,068,121
Infrastructure	198,288,217	2,275		11,532,039	209,822,531
Total capital assets being depreciated	<u>320,933,322</u>	<u>933,793</u>	<u>(94,595)</u>	<u>12,090,763</u>	<u>333,863,283</u>
Less accumulated depreciation for:					
Land improvements	(16,713,423)	(1,023,717)			(17,737,140)
Buildings	(14,415,334)	(1,467,956)			(15,883,290)
Furniture and equipment	(10,814,723)	(725,495)			(11,540,218)
Vehicles	(8,643,738)	(878,441)	71,077		(9,451,102)
Infrastructure	(71,536,839)	(4,328,924)			(75,865,763)
Total accumulated depreciation	<u>(122,124,057)</u>	<u>(8,424,533)</u>	<u>71,077</u>		<u>(130,477,513)</u>
Net capital assets being depreciated	<u>198,809,265</u>	<u>(7,490,740)</u>	<u>(23,518)</u>	<u>12,090,763</u>	<u>203,385,770</u>
Governmental activity capital assets, net	<u>\$246,341,611</u>	<u>\$822,164</u>	<u>(\$23,518)</u>		<u>\$247,140,257</u>

Governmental activities depreciation expense for capital assets for the year ended June 30, 2021 was as follows:

Governmental Activities	
General government	\$777,676
Public safety	1,298,708
Public ways and facilities/transportation	4,854,981
Parks and recreation	449,910
Community development	108,421
Internal service funds	934,837
Total Governmental Activities	<u><u>\$8,424,533</u></u>

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 6 – CAPITAL ASSETS (Continued)

At June 30, 2021 the City’s capital assets for business-type activities consisted of the following:

Business-type activities

	Balance at June 30, 2020	Additions	Retirements/ Adjustments	Transfers	Balance at June 30, 2021
Capital assets not being depreciated:					
Land	\$5,144,541				\$5,144,541
Construction in progress	64,875,310	\$14,451,139	(\$261,852)	(\$7,199,057)	71,865,540
Total capital assets not being depreciated	<u>70,019,851</u>	<u>14,451,139</u>	<u>(261,852)</u>	<u>(7,199,057)</u>	<u>77,010,081</u>
Capital assets being depreciated:					
Land improvements	7,011,999			3,271,315	10,283,314
Buildings and improvements	11,994,944			1,025,886	13,020,830
Furniture and equipment	22,984,604	121,496		453,419	23,559,519
Vehicles	8,069,315	449,944	(174,826)	1,246,933	9,591,366
Infrastructure	328,044,301			1,201,504	329,245,805
	<u>378,105,163</u>	<u>571,440</u>	<u>(174,826)</u>	<u>7,199,057</u>	<u>385,700,834</u>
Less accumulated depreciation for:					
Land improvements	(3,009,942)	(244,131)			(3,254,073)
Buildings and improvements	(3,479,306)	(395,835)			(3,875,141)
Furniture and equipment	(20,446,935)	(503,445)			(20,950,380)
Vehicles	(2,158,220)	(870,077)	115,471		(2,912,826)
Infrastructure	(151,785,857)	(5,517,559)			(157,303,416)
	<u>(180,880,260)</u>	<u>(7,531,047)</u>	<u>115,471</u>		<u>(188,295,836)</u>
Net capital assets being depreciated	<u>197,224,903</u>	<u>(6,959,607)</u>	<u>(59,355)</u>	<u>7,199,057</u>	<u>197,404,998</u>
Total Business-type activity capital assets, net	<u>\$267,244,754</u>	<u>\$7,491,532</u>	<u>(\$321,207)</u>		<u>\$274,415,079</u>

Business-type activities depreciation expense for capital assets for the year ended June 30, 2021 was as follows:

Business-Type Activities	
Water	\$1,482,916
Sewer	4,714,124
Transportation	<u>1,334,007</u>
Total Business-Type Activities	<u><u>\$7,531,047</u></u>

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 7 – LONG TERM DEBT

The City generally incurs long-term debt to finance projects or purchase assets which will have useful lives equal to or greater than the related debt.

Government-Wide Financial Statements

Long-term debt and other financial obligations are reported as liabilities in the appropriate activities. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method.

Fund Financial Statements

The Governmental Fund Financial Statements do not include long-term debt, as this liability is not payable in the current period. The face amount of debt issued and any premiums received are reported as other financing sources, while discounts are reported as other financing uses.

Proprietary Fund Financial Statements use the same principles as those used in the Government-Wide Financial Statements.

A. Current Year Governmental Activities Transactions and Balances

The City’s governmental debt issues and transactions are summarized below and discussed in detail thereafter.

Governmental Activities:	Original Issue Amount	Balance June 30, 2020	Retirements	Balance June 30, 2021	Due within One Year	Due in More than One Year
Direct Borrowing						
Capital Leases:						
Motorola Equipment Lease	\$2,727,690	\$2,266,520	\$244,931	\$2,021,589	\$255,022	\$1,766,567
Total Governmental Activity Debt	<u>\$2,727,690</u>	<u>\$2,266,520</u>	<u>\$244,931</u>	<u>\$2,021,589</u>	<u>\$255,022</u>	<u>\$1,766,567</u>

Capital Leases

Motorola Equipment Lease Purchase Agreement

On March 22, 2018, the City Council approved the lease/purchase and installation of the Turlock Radio System with a \$1 million down payment and the purchase of a Public Safety Computer Aided Dispatch/Records Management System (CAD/RMS) and associated components, systems and programs in a total amount not to exceed \$5,727,690 for the project plus interest from the lease of the Radio System. The lease, totaling \$2,727,690, carries an annual interest rate of 4.12% and requires monthly principal and interest payments due on the first of each month until April 2028 when the lease terminates. The City has pledged the Radio System as collateral for the lease. Events of default under the lease agreement include failure to make any lease payment within ten days of the due date or failure of other lease covenants or conditions included in the lease agreement not cured within twenty days, which would accelerate repayment of the lease. The City can terminate the lease at any time by paying the prescribed prepayment price as set forth in the lease payment schedule.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 7 – LONG TERM DEBT (Continued)

Debt Service Requirements

Annual debt service requirements for governmental activities debt are shown below:

For the Year Ending June 30	Governmental Activities - Direct Borrowing Capital Lease Payable	
	Principal	Interest
2022	\$255,022	\$83,289
2023	265,529	72,783
2024	276,469	61,843
2025	287,859	50,452
2026	299,719	38,593
2027-2028	636,991	39,631
Total	<u>\$2,021,589</u>	<u>\$346,591</u>

B. *Current Year Business-type Activities Transactions and Balances*

The City's business-type debt issues and transactions are summarized below and discussed in detail thereafter:

Business-type Activity Debt:	Original Issue Amount	Balance June 30, 2020	Additions	Retirements	Balance June 30, 2021	Within One Year	More Than One Year
General Obligation Revenue Bonds:							
2012 Sewer Revenue	\$51,915,000	\$37,235,000		\$2,450,000	\$34,785,000	\$2,545,000	\$32,240,000
Add: Unamortized bond premium		2,411,568		183,157	2,228,411		2,228,411
2017 Water Revenue	22,405,000	20,090,000		720,000	19,370,000	755,000	18,615,000
Add: Unamortized bond premium		2,784,993		156,901	2,628,092		2,628,092
2020 Water Revenue Bond							
Anticipation Notes	117,750,000		\$117,750,000		117,750,000		117,750,000
Add: Unamortized bond premium			3,076,808		3,076,808		3,076,808
Loans Payable - Direct Borrowing:							
State Revolving Fund Loan - Harding Drain By-Pass	15,090,416	11,192,064		691,324	10,500,740	706,533	9,794,207
State Revolving Fund Loan - TRWQCF Upgrade	24,752,169	19,525,109		1,112,828	18,412,281	1,137,311	17,274,970
State Revolving Fund Loan - NRRWP	28,907,112	6,145,117	13,792,200	199,151	19,738,166		19,738,166
Total Business-type Activity Debt	<u>\$260,819,697</u>	<u>\$99,383,851</u>	<u>\$134,619,008</u>	<u>\$5,513,361</u>	<u>\$228,489,498</u>	<u>\$5,143,844</u>	<u>\$223,345,654</u>

Revenue Bonds

2012 Sewer Revenue Bonds

On September 6, 2012, the Turlock Public Financing Authority issued \$51,915,000 in Sewer Revenue Bonds, Series 2012. The proceeds of these Bonds, secured by revenue from the City's Wastewater Treatment operations as defined in the bond documents, were used to refund the outstanding 1999 and 2003A Sewer Revenue Bonds. The 1999 Bonds were refunded and repaid in their entirety on September 15, 2012. Funds to refund the 2003A Bonds were placed in escrow upon the closing of the 2012 Bond issuance and the 2003A Bonds were called on September 15, 2013. No new project monies were included in this bond issuance. The 2012 Bonds carry coupons ranging from 2.00% - 5.00% and mature in September 2033. Events of default on the 2012 Bonds include failure to make any debt service payment by the due date or failure to perform the other agreements or covenants required in the Master Installment Purchase Agreement not cured within sixty days of notice to the City, which would accelerate repayment of the Bonds. The City can prepay the Bonds at any time by paying the prescribed prepayment premium as set forth in the Bond documents.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 7 – LONG TERM DEBT (Continued)

Pursuant to an Installment Purchase Agreement between the Authority and the City, the City has pledged the net sewer system revenues (defined as total system revenues excluding certain revenues related to deposits, and proceeds from borrowings less maintenance and operating costs) from the Sewer Enterprise Fund operations for repayment of the 2012 bonds and the State Revolving Fund Loans. Based on fiscal year 2020-21 net system revenues of \$13,467,726 annual principal and interest payments (totaling \$6,674,685 in fiscal year 2020-21) were 202% of net system revenues.

2017 Water Revenue Refunding Bonds

In June 2017 the Turlock Public Financing Authority issued \$22,405,000 in Water Revenue Bonds Series 2017 to advance refund the series 2008 Water Revenue Bonds and to pay costs of issuance of the 2017 Bonds. The bonds, which carry coupon interest rates ranging from 4.00% - 5.250%, have semi-annual principal and interest payments on the first of March through 2038. Events of default on the 2017 Bonds include failure to make any debt service payment by the due date or failure to perform the other agreements or covenants required in the Master Installment Purchase Agreement (MIPA) between the Authority and the City not cured within sixty days of notice to the City, which would accelerate repayment of the Bonds. The City can prepay the Bonds at any time by paying the prescribed prepayment premium as set forth in the Bond documents.

Pursuant to the MIPA, the City has pledged the net water system revenues (as defined in the MIPA) from the Water Enterprise Fund operations for repayment of the 2017 bonds. Based on fiscal year 2020-21 net system revenues of \$26,538,588, annual principal and interest payments (totaling \$3,240,144 in fiscal year 2020-21) were 819% of net water system revenues.

2020 Water Revenue Bond Anticipation Notes

On November 18, 2020, the City of Turlock through its Turlock Public Financing Authority, issued Water Revenue Bond Anticipation Notes (Notes) in the amount of \$117,750,000. The proceeds are being used as interim financing to pay a portion of the costs of construction of a water treatment and conveyance project known as the Regional Surface Water Supply Project (RSWSP). The RSWSP is a regional project of the Stanislaus Regional Water Authority (SRWA) whose participants include the City of Turlock, the City of Ceres, and Turlock Irrigation District (See Note 12D). The total project is estimated to cost \$267 million of which the City of Turlock is responsible for approximately \$180 million. A portion of the costs are expected to be paid with grant funds. The primary funding source for the project will be a State Revolving Fund (SRF) loan. The SRF loan will bear interest at 1.2% annually and the principal repayment of the loan will commence one year after completion of the project. If the SRF loan is not successfully executed, the City or the SRWA would need to consider other financing options, such as publicly-issued Water Revenue Bonds to pay off the Notes. The Bond Anticipation Notes were structured with a single maturity due on March 1, 2027, with interest payable every March 1 and September 1 beginning on March 1, 2021. To facilitate transition to the SRF Loan as the funds become available, the Notes are subject to redemption at the option of the Authority, in whole or in part, on or after September 1, 2021.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 7 – LONG TERM DEBT (Continued)

Loans Payable

State Revolving Fund Loans

The City entered into three agreements with the California State Water Resources Control Board for State Revolving Fund project financing. These loans are on parity with the Sewer Revenue Bonds above. This means that the loans have equal rights to pledged revenues as the sewer bonds.

The first agreement was executed in December 2011 in the amount of \$20 million to fund the Harding Drain Bypass project. The agreement was amended in October 2012 to reduce the project funding to \$15,811,425. The notice of completion for the project was issued on April 22, 2014. The City drew down all the funds on this loan, including capitalized interest, totaling \$15,090,416. The loan bears annual interest of 2.2%, and annual principal and interest payments are due January 1, 2015 through January 1, 2034.

The second agreement was executed in April 2012 in the amount of \$24 million to fund the Turlock Regional Water Quality Control Facility (TRWQCF) upgrade and expansion project. The agreement was amended in January 2013 to increase the project funding to \$26,187,900. The notice of completion for the project was issued May 26, 2015. The City drew down all the funds on this loan, including capitalized interest, totaling \$24,752,169. The loan bears annual interest of 2.2%, and annual principal and interest payments are due December 1, 2015 through December 1, 2034.

For the third agreement, the City entered into a construction installment sale agreement with the California State Water Resources Control Board (CSWRCB) for State Revolving Fund (SRF) project financing. This loan is on parity with the Sewer Revenue Bonds and State Revolving Fund Loans discussed above. This means that the loan has equal rights to pledged revenues as the sewer bonds and loans.

The loan and grant agreement was executed in August 2018 in the amount of \$39,461,000 to fund the North Valley Regional Recycled Water Program project. In December 2019, the loan and grant agreement was amended to adjust the loan amount to \$33,907,112. \$2.5 million of the project funding was forgiven during the fiscal year ended June 30, 2020 and, \$2.5 million was given as a grant during fiscal year 2020 and the balance (\$28,907,112) will be in the form of two loans payable to the CSWRCB in the amounts of \$14,453,556 each, funded from SRF and Proposition 1. The loans bear annual interest of 1.8% beginning with each disbursement and repayment of principal and interest will begin one year after the completion of construction on the project. The loans will be amortized with equal annual payments over a period from that date to May 18, 2050.

After the loan documents were executed in August 2018, it took until December 2019 for the State to finally approve the Final Budget Document which is a document required before the City could submit a reimbursement request on the loan funds. In December 2019, the City submitted the first reimbursement request in the amount of \$1,417,418 for pre-construction costs. The outstanding balance of the loan is \$19,738,166 as of June 30, 2021. The funding for this project comes from two primary sources (in addition to City Sewer Fund resources for costs which are not reimbursable under either the SRF loan or the Department of the Interior grant). The SRF reimbursement requests are coordinated with the funding received from the Department of the Interior grant.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 7 – LONG TERM DEBT (Continued)

Events of default on the loans include a revenue shortfall, unscheduled draws on reserve funds, adverse water quality findings by the Regional Water Quality Control Board, litigation related to the system revenues or the project, or failure to make any debt service payment by the due date, which would accelerate repayment of the loans. The City can prepay the loans at any time by paying the principal and outstanding accrued interest through the date of prepayment.

Debt Service Requirements

Annual debt service requirements for business-type activities debt, with the exception of the State Revolving Fund loan for the North Valley Regional Recycled Water Program, which has not been fully drawn down as of June 30, 2021 are shown below:

For the Year Ending June 30	Revenue Bonds		Direct Borrowing – Loans Payable		Total	
	Principal	Interest	Principal	Interest	Principal	Interest
2022	\$3,300,000	\$6,968,563	\$1,843,844	\$636,086	\$5,143,844	\$7,604,649
2023	3,450,000	6,826,813	1,884,408	595,522	5,334,408	7,422,335
2024	3,595,000	6,664,962	1,925,865	554,065	5,520,865	7,219,027
2025	3,785,000	6,481,587	1,968,234	511,696	5,753,234	6,993,283
2026	3,430,000	6,302,213	2,011,536	468,394	5,441,536	6,770,607
2027-2031	136,735,000	10,324,112	10,741,279	1,658,371	147,476,279	11,982,483
2032-2036	14,525,000	1,922,300	8,537,855	444,312	23,062,855	2,366,612
2037-2038	3,085,000	186,400			3,085,000	186,400
Total	171,905,000	\$45,676,950	28,913,021	\$4,868,446	200,818,021	\$50,545,396
Add: Unamortized Bond Premium	7,933,311				7,933,311	
Add: State Revolving Fund Loan - NVRWP			19,738,166		19,738,166	
Net long-term debt	\$179,838,311		\$48,651,187		\$228,489,498	

C. *Debt With No City Commitment*

The City of Turlock has no legal liability with respect to the payment of any indebtedness of the Community Financing District No. 1 Monte Vista Crossings. The City acts solely as an agent for the bondholders in collecting and forwarding the special assessment. Accordingly, no liability for these bonds has been recorded in the City's basic financial statements. The principal amount of outstanding debt of the above District was \$980,000 at June 30, 2021.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 8 – NET POSITION AND FUND BALANCES

Net Position is measured on the full accrual basis while Fund Balance is measured on the modified accrual basis, as explained in Note 1D.

A. Net Position

Net Position is the excess of all assets and deferred outflows of resources over all liabilities and deferred inflows of resources. Net Position is divided into three captions. These captions apply only to Net Position, which is determined only for proprietary funds and at the Government-wide level, and are described below:

Net Investment in Capital Assets describes the portion of Net Position which is represented by the current net book value of the City’s capital assets, less the outstanding balance of any debt issued to finance these assets.

Restricted describes the portion of Net Position which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions which the City cannot unilaterally alter.

Unrestricted describes the portion of Net Position that does not meet the definition of “net investment in capital assets” or “restricted net position.”

B. Fund Balances

Governmental fund balances represent the net current assets of each fund. Net current assets generally represent a fund’s cash, receivables and deferred outflows of resources, less its liabilities and deferred inflows of resources. Portions of a fund’s balance may be restricted, committed or assigned for future expenditure.

The City’s fund balances are classified based on spending constraints imposed on the use of resources. For programs with multiple funding sources, the City prioritizes and expends funds in the following order: Restricted, Committed, Assigned, and Unassigned. Each category in the following hierarchy is ranked according to the degree of spending constraint:

Nonspendable represents balances set aside to indicate items do not represent available, spendable resources even though they are a component of assets. Assets not expected to be converted to cash, such as prepaids, notes receivable, and property held for resale are included. However, if proceeds realized from the sale or collection of nonspendable assets are restricted, committed or assigned, then nonspendable amounts are required to be presented as a component of the applicable category.

Restricted fund balances have external restrictions imposed by creditors, grantors, contributors, laws, regulations, or enabling legislation which requires the resources to be used only for a specific purpose. Encumbrances and nonspendable amounts subject to restrictions are included along with spendable resources.

Committed fund balances have constraints imposed by resolution of the City Council which may be altered only by formal action of the City Council. Encumbrances and nonspendable amounts subject to council commitments are included along with spendable resources.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 8 – NET POSITION AND FUND BALANCES (Continued)

Assigned fund balances are amounts constrained by the City’s intent to be used for a specific purpose, but are neither restricted nor committed. Intent is expressed by the City Council or its designee and may be changed at the discretion of the City Council or its designee, the City Manager. This category includes: encumbrances; nonspendables, when it is the City’s intent to use proceeds or collections for a specific purpose; and residual fund balances, if any, of Special Revenue and Capital Projects which have not been restricted or committed.

Unassigned fund balance represents residual amounts that have not been restricted, committed, or assigned. This includes the residual General Fund balance and residual fund deficits, if any, of other governmental funds.

Fund Balance Classifications	General Fund	Special Revenue Funds		Capital Project Fund	Other Governmental Funds	Total
		Former LMI Housing Fund	Gas Tax/ Street Improvement	Facility Fees		
Nonspendable:						
Items not in spendable form:						
Prepays	\$6,789					\$6,789
Loans receivable	19					19
Due from developers	20,041			\$267,243		287,284
Total Nonspendable Fund Balances	26,849			267,243		294,092
Restricted for:						
Low and moderate income housing		\$1,636,782			\$4,826,218	6,463,000
Capital expenditures			\$13,692,754	10,112,696		23,805,450
Assessment districts					17,076,528	17,076,528
Resource conservation					1,304,739	1,304,739
Public safety					575,544	575,544
Development impact fees					75,551	75,551
Total Restricted Fund Balances		1,636,782	13,692,754	10,112,696	23,858,580	49,300,812
Committed to:						
Public safety	954,222				139,680	1,093,902
Tourism	1,489,656					1,489,656
Capital expenditures					18,926,842	18,926,842
Total Committed Fund Balances	2,443,878				19,066,522	21,510,400
Assigned to:						
Compensated absences	510,366					510,366
Total Assigned Fund Balances	510,366					510,366
Unassigned:						
General Fund	19,023,915					19,023,915
Other governmental fund deficits					(111,228)	(111,228)
Total Unassigned Fund Balances	19,023,915				(111,228)	18,912,687
Total Fund Balances	\$22,005,008	\$1,636,782	\$13,692,754	\$10,379,939	\$42,813,874	\$90,528,357

C. Emergency/Contingency Reserve

The City established a General Fund Emergency/Contingency Reserve with Resolution 2011-123. The required balance of the Emergency/Contingency Reserve is \$6,500,000, which is reported within the unassigned fund balance of the General Fund.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 8 – NET POSITION AND FUND BALANCES (Continued)

D. Fund Balance/Net Position Deficits

The following funds had deficit fund balances or net position as of June 30, 2021:

	Amount
Non-major Governmental Fund:	
East Tuolumne Master Plan Capital Projects Fund	\$111,228
Internal Service Funds:	
Information Technology	1,904,015
Engineering	5,145,998

The deficit in the East Tuolumne Master Plan Capital Projects Fund will be eliminated by future revenues.

The deficits in the Information Technology and Engineering Internal Service Funds were primarily due to the recognition of the net pension liability, total OPEB liability and related deferred outflows/inflows of resources. The City will fund the liabilities over time through annual contributions to cure the deficits.

E. Restatement of Net Position

Custodial Funds - The City implemented the provisions of Governmental Accounting Standards Board Statement No. 84 – *Fiduciary Activities* during the fiscal year ended June 30, 2021. As a result, the City determined that the activities of the Stanislaus Regional Water Authority (SRWA) previously reported in an Agency Fund would instead be reported in an External Investment Pool Custodial Fund and therefore beginning net position of the fund was restated in the amount of \$2,769,574. In addition, the Northwest Triangle Mello Roos Assessments Fund and the Property & Business Improvement District #2 Fund previously reported as Agency Funds are now reported as Custodial Funds and beginning net positions of the Northwest Triangle Mello Roos Assessments Fund and the Property & Business Improvement District #2 Fund were restated in the amounts of \$432,032 and \$41,251, respectively.

Governmental Activities - In addition, during fiscal year 2021 the City recorded loans receivable and accrued interest related to the Avena Bella Project in the amount of \$4,759,535 and the reduction of land in capital assets in the amount of \$550,000. Since these loans were made in prior fiscal years, the beginning net position of the governmental activities (as of July 1, 2021) was restated and increased in the amount of \$4,209,535.

NOTE 9 – PENSION PLANS

A. Plan Descriptions and Summary of Balances by Plan

The City has two defined benefit pension plans, one Miscellaneous Plan and one Safety Plan (Fire and Police). The Miscellaneous Plan is an Agent-Multiple Employer Plan and the Safety Plan is a Cost Sharing Multiple Employer Plan. Benefit provisions under the Plans are established by State statute and City Ordinance. All qualified permanent and probationary employees are eligible to participate in the Plan for which they are an eligible member based on their employment position with the City.

Both Plans are administered by the California Public Employees' Retirement System (CalPERS) which acts as a common investment and administrative agent for its participating member employers. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 9 – PENSION PLANS (Continued)

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Miscellaneous and Safety Plans and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by the CalPERS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

Below is a summary of the deferred outflows of resources, net pension liabilities and deferred inflows of resources by Plan:

	Deferred Outflows of Resources	Net Pension Liability/ Proportionate Share of Net Pension Liability	Deferred Inflows of Resources
Miscellaneous	\$8,148,053	\$51,809,581	
Safety (Fire and Police)	<u>10,334,520</u>	<u>40,115,075</u>	<u>\$1,576,756</u>
Total	<u><u>\$18,482,573</u></u>	<u><u>\$91,924,656</u></u>	<u><u>\$1,576,756</u></u>

Each Plan is discussed in detail below.

B. *Miscellaneous Plan*

Benefits Provided – CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law. The Pension Reform Act of 2013 (PEPRA), Assembly Bill 340, is applicable to employees new to CalPERS and hired after December 31, 2012.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 9 – PENSION PLANS (Continued)

The Plans' provisions and benefits in effect at June 30, 2021, are summarized as follows:

	Miscellaneous	
	Tier 1	PEPRA
	Prior to January 1, 2013	On or after January 1, 2013
Hire date		
Benefit formula	2.7% @ 55	2% @ 62
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 67	52 - 67
Monthly benefits, as a % of eligible compensation	2.0% to 2.7%	1.0% to 2.5%
Required employee contribution rates	8.000%	6.25%
Required employer contribution rates	10.557%	10.557%
Required UAL contribution	\$3,797,559	

Beginning in fiscal year 2016, CalPERS collects employer contributions for the Plan as a percentage of payroll for the normal cost portion as noted in the rates above and as a dollar amount for contributions toward the unfunded liability (UAL). The dollar amounts are billed on a monthly basis or the City can elect a lump sum payment option. The City's required contribution for the unfunded liability in the Miscellaneous Plan was \$3,797,559 for the year-ended June 30, 2021, which was made under the lump sum payment option.

Employees Covered – As of the June 30, 2019 actuarial valuation date and the June 30, 2020 measurement date, the following employees were covered by the benefit terms for the Plan:

	Miscellaneous	
	June 30, 2019	June 30, 2020
Inactive employees or beneficiaries currently receiving benefits	250	262
Inactive employees entitled to but not yet receiving benefits	311	319
Active employees	214	204
Total	775	785

Contributions – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

Net Pension Liability – The City's net pension liability for the Miscellaneous Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of the Plan is measured as of June 30, 2020, using an annual actuarial valuation as of June 30, 2019 rolled forward to June 30, 2010 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is shown in Note 9D below.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 9 – PENSION PLANS (Continued)

Changes in the Net Pension Liability - The changes in the Net Pension Liability for the Miscellaneous Plan follows:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2019	\$151,544,239	\$104,236,958	\$47,307,281
Changes in the year:			
Service cost	2,484,703		2,484,703
Interest on the total pension liability	10,837,530		10,837,530
Differences between actual and expected experience	2,271,043		2,271,043
Changes in assumptions			
Changes in benefit terms			
Plan to Plan resource movement			
Contribution - employer		4,919,630	(4,919,630)
Contribution - employee		1,038,613	(1,038,613)
Net investment income		5,279,682	(5,279,682)
Administrative expenses		(146,949)	146,949
Benefit payments, including refunds of employee contributions	(6,967,583)	(6,967,583)	
Other Miscellaneous Income/Expense			
Net changes	<u>8,625,693</u>	<u>4,123,393</u>	<u>4,502,300</u>
Balance at June 30, 2020	<u>\$160,169,932</u>	<u>\$108,360,351</u>	<u>\$51,809,581</u>

Sensitivity of the Net Pension Liability to Changes in the Discount Rate – The following presents the net pension liability for the Plan, calculated using the discount rate for the Plan, as well as what the City’s net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

1% Decrease	6.15%
Net Pension Liability	\$73,706,876
Current Discount Rate	7.15%
Net Pension Liability	\$51,809,581
1% Increase	8.15%
Net Pension Liability	\$33,758,280

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 9 – PENSION PLANS (Continued)

Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions - For the year ended June 30, 2021, the City recognized pension expense of \$7,087,220. At June 30, 2021, the City reported deferred outflows and deferred inflows of resources related to pensions for the Plan from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$5,268,460	
Differences between actual and expected experience	2,202,173	
Changes in assumptions		
Net differences between projected and actual earnings on plan investments	677,420	
Total	\$8,148,053	

\$5,268,460 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended June 30	Annual Amortization
2022	\$964,024
2023	983,167
2024	508,769
2025	423,633
2026	-
Thereafter	-

Actuarial assumptions and information regarding the discount rate are discussed in Note 9D below.

C. Safety Plan

The City’s Safety Plan is part of the public agency cost-sharing multiple-employer defined benefit pension plan (PERF C), which is administered by CalPERS. PERF C consists of a miscellaneous pool and a safety pool (also referred to as “risk pools”), which are comprised of individual employer miscellaneous and safety rate plans, respectively. Individual employers may sponsor more than one miscellaneous and safety rate plan. The employer participates in one cost-sharing multiple-employer defined benefit pension plan regardless of the number of rate plans the employer sponsors. The City sponsors four rate plans (two fire and two police) within the safety risk pool.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 9 – PENSION PLANS (Continued)

Benefits Provided – CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees’ Retirement Law. The Pension Reform Act of 2013 (PEPRA), Assembly Bill 340, is applicable to employees new to CalPERS and hired after December 31, 2012.

The Safety Plan’s provisions and benefits in effect at June 30, 2021 are summarized as follows:

	Safety - Fire	
	Tier 1	PEPRA
	Prior to January 1, 2013	On or after January 1, 2013
Hire date		
Benefit formula	3% @ 50	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 55	50 - 57
Monthly benefits, as a % of eligible compensation	3.0%	2.0% to 2.7%
Required employee contribution rates	9.000%	13.000%
Required employer contribution rates	23.674%	13.044%
Required UAL contribution	\$981,327	\$1,418

	Safety - Police	
	Tier 1	PEPRA
	Prior to January 1, 2013	On or after January 1, 2013
Hire date		
Benefit formula	3% @ 50	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 55	50 - 57
Monthly benefits, as a % of eligible compensation	3.0%	2.0% to 2.7%
Required employee contribution rates	9.000%	13.000%
Required employer contribution rates	23.674%	13.044%
Required UAL contribution	\$1,442,373	\$2,926

Beginning in fiscal year 2016, CalPERS collects employer contributions for the cost-sharing plan as a percentage of payroll for the normal cost portion as noted in the rates above and as a dollar amount for contributions toward the unfunded liability (UAL). The dollar amounts are billed on a monthly basis or can be paid in a lump sum at a reduced amount. The City elected to make the lump sum contributions and the required contribution for the unfunded liability was \$2,428,044 in fiscal year 2021, as shown in the table above.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 9 – PENSION PLANS (Continued)

Contributions – Section 20814(c) of the California Public Employees’ Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended June 30, 2021, the employer contributions to the Safety Plan were \$4,811,929.

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions - For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Plan and additions to/deductions from the Plan’s fiduciary net position have been determined on the same basis as they are reported by the CalPERS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

As of June 30, 2021, the City reported a net pension liability for its proportionate share of the net pension liability of the Plan of \$40,115,075.

The City’s net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2020, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2019 rolled forward to June 30, 2020 using standard update procedures. The City’s proportion of the net pension liability was based on a projection of the City’s long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. The City’s proportionate share of the net pension liability for the Plan as of June 30, 2019 and 2020 was as follows:

	Safety (Fire and Police)
Proportion - June 30, 2019	0.58%
Proportion - June 30, 2020	0.60%
Change - Increase (Decrease)	0.02%

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 9 – PENSION PLANS (Continued)

For the year ended June 30, 2021, the City recognized pension expense of \$7,769,509 for the Safety Plan. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions for the Safety Plan from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Pension contributions subsequent to measurement date	\$4,811,929	
Differences between actual and expected experience	3,110,721	
Differences in actual and proportional contribution		
Changes in assumptions		(\$133,624)
Change in employer's proportion and differences between the employer's contributions and the employer's proportionate share of contributions	1,540,001	(1,443,132)
Net differences between projected and actual earnings on plan investments	871,869	
Total	<u>\$10,334,520</u>	<u>(\$1,576,756)</u>

\$4,811,929 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

<u>Year Ended June 30</u>	<u>Annual Amortization</u>
2022	\$1,068,914
2023	1,450,060
2024	990,006
2025	436,855
2026	-
Thereafter	-

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the City's proportionate share of the net pension liability for the Plan as of the measurement date, calculated using the discount rate for the Plan, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	<u>Safety</u>
1% Decrease	6.15%
Net Pension Liability	\$60,760,396
Current Discount Rate	7.15%
Net Pension Liability	\$40,115,075
1% Increase	8.15%
Net Pension Liability	\$23,173,636

Actuarial assumptions and information regarding the discount rate are discussed in Note 9D below.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 9 – PENSION PLANS (Continued)

D. Information Common to the Miscellaneous and Safety Plans

Actuarial Assumptions – For the measurement period ended June 30, 2020, the total pension liabilities were determined by rolling forward the June 30, 2019 total pension liability. The June 30, 2019 total pension liabilities were based on the following actuarial methods and assumptions:

	<u>Miscellaneous and Safety (Fire and Police)</u>
Valuation Date	June 30, 2019
Measurement Date	June 30, 2020
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Payroll Growth	2.75%
Projected Salary Increases	(1)
Investment Rate of Return	7.15% (2)
Mortality	Derived using CalPERS Membership Data for all Funds (3)
Post Retirement Benefit Increase	The lesser of contract COLA or 2.50% until Purchasing Power Protection Allowance floor on Purchasing Power applies, 2.50% thereafter

(1) Depending on age, service and type of employment

(2) Net of pension plan investment expenses, including inflation

(3) The mortality table used was developed based on CalPERS' specific data. The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumption report from December 2017 that can be found on the CalPERS website.

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2019 valuation were based on the results of an actuarial experience study for the period 1997 to 2015, including updates to salary increase, mortality and retirement rates. The Experience Study report can be found on the CalPERS website under Forms and Publications.

Discount Rate – The discount rate used to measure the total pension liability for the Plan was 7.15%. The projection of cash flows used to determine the discount rate for the Plan assumed that contributions from all plan members in the Public Employees Retirement Fund (PERF) will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 9 – PENSION PLANS (Continued)

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical and forecasted information for all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The table below reflects the expected real rates of return by asset class.

Asset Class (a)	Current Target Allocation	Real Return Years 1 - 10 (b)	Real Return Years 11+(c)
Global Equity	50.0%	4.80%	5.98%
Fixed Income	28.0%	1.00%	2.62%
Inflation Assets	0.0%	0.77%	1.81%
Private Equity	8.0%	6.30%	7.23%
Real Assets	13.0%	3.75%	4.93%
Liquidity	1.0%	0.00%	-0.92%
Total	<u>100.0%</u>		

- (a) In the CalPERS Comprehensive Annual Financial Report, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.
- (b) An expected inflation of 2.00% used for this period.
- (c) An expected inflation of 2.92% used for this period.

Pension Plan Fiduciary Net Position – Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 10 – POST-EMPLOYMENT HEALTH CARE BENEFITS

A. Defined Benefit Other Post Employment Benefit (OPEB) Plan

Plan Description – The City administers single employer defined benefit (implicit subsidy) post-employment health care plan pursuant to negotiated Memoranda of Understanding (MOU) and Schedules of Benefit (Schedule) with its employee bargaining units. No assets have been accumulated in a trust for the payment of benefits that meets the criteria in paragraph 4 of Governmental Accounting Standards Board Statement No. 75.

The City offers medical, dental and vision benefits to its employees, retirees and their dependents. However, the City does not pay for the cost of retiree health premiums. The MOUs and Schedule are as follows:

Plan	Covered Employee Group
Management/Confidential	Employees covered by the Management and/or Confidential Employees Schedule of Benefits and Employees covered by Turlock Management Association - Public Safety MOU
Miscellaneous	Employees covered by Turlock City Employees Association MOU
Police	Employees covered by Turlock Associated Police Officers MOU
Fire	Employees covered by Turlock Firefighters Local #2434 MOU

In general, employees are required to retire from the City and be members of their respective covered group for 10-15 years to be eligible to receive a benefit from their respective plan. The retiree has the option to continue on the City’s self-insured health plan (and pay 100% of the premium for continued participation), to become a member of a non-City group plan, or to purchase an individual health insurance policy. For retirees who choose to remain on the City’s health plan, this eligibility terminates when the retiree becomes eligible for Medicare benefits, reaches age 65, is deceased, or chooses to voluntarily leave the plan, whichever comes first. Spousal eligibility requirements vary with each employment plan. The City currently has 16 retirees who have chosen to remain on the City’s health plan post employment.

Funding Policy – The City pays the expenses for the plan on a pay-as-you-go basis and the retirees that participate in the plan pay the premiums on a monthly basis.

Employees Covered by Benefit Terms – Membership in the plan consisted of the following at the valuation date of July 1, 2019 and the fiscal year ended June 30, 2021:

	Valuation Date July 1, 2019	Fiscal Year June 30, 2021
Active employees	314	319
Inactive employees or beneficiaries currently receiving benefit payments	15	16
Inactive employees entitled to but not yet receiving benefit payments		30
Total	<u>329</u>	<u>365</u>

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 10 – POST-EMPLOYMENT HEALTH CARE BENEFITS (Continued)

Total OPEB Liability Actuarial Methods and Assumptions – The City’s total OPEB liability was measured as of June 30, 2021, and the total OPEB liability used to calculate the total OPEB liability was determined by an actuarial valuation dated July 1, 2019 that was rolled forward using standard update procedures to determine the total OPEB liability as of June 30, 2021, based on the following actuarial methods and assumptions:

	Actuarial Assumptions		
Valuation Date		July 01, 2019	
Measurement Date		June 30, 2021	
Actuarial Cost Method		Entry Age	
Actuarial Assumptions:			
Discount Rate		2.10%	
Inflation		0.60%	
Payroll Growth		3.00%	
Mortality Rate	RP 2014 Mortality Table projected to 2024 with Scale BB		
Healthcare Trend Rate	8% in 2020 and will decline to 4.5% in 2025 and later years		

The underlying mortality assumptions were based on the RP 2014 Mortality Table Projected to 2024 with Scale BB and all other actuarial assumptions used in the July 1, 2019 valuation were based on the results of a July 1, 2019 actuarial valuation.

Discount Rate – The discount rate used to measure the total OPEB liability was 2.10%, the single rate of return that, when applied to all projected benefit payments, results in an actuarial present value of projected benefit payments equal to the total of the actuarial present value of projected benefit payments calculated using a yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/ Aa or higher (Bond Buyer 20-Bond General Obligation Index).

Changes in Assumptions – The discount rate was modified from 2.20% to 2.10% and the inflation rate was modified from 0.70% to 0.60%.

Changes in Total OPEB Liability - The changes in the total OPEB liability follows:

	Total OPEB Liability
Balance at July 1, 2020	\$12,514,729
Changes Recognized for the Measurement Period:	
Service Cost	797,780
Interest on the total OPEB liability	292,875
Changes in benefit terms	
Differences between expected and actual experience	(105,340)
Changes of assumptions	205,992
Contributions from the employer	
Net investment income	
Administrative expenses	
Benefit payments	(91,631)
Net changes	1,099,676
Balance at June 30, 2021	\$13,614,405

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 10 – POST-EMPLOYMENT HEALTH CARE BENEFITS (Continued)

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate and Healthcare Cost Trend Rates
- The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

Total OPEB Liability/(Asset)		
Discount Rate -1%	Discount Rate	Discount Rate +1%
1.10%	2.10%	3.10%
\$11,855,336	\$13,614,405	\$11,780,545

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (7.0% decreasing to 3.50%) or 1-percentage-point higher (9.0% decreasing to 5.50%) than the current healthcare cost trend rates:

Total OPEB Liability/(Asset)		
Healthcare Cost		
1% Decrease	Trend Rates	1% Increase
7.00% decreasing to 3.50%	8.00% decreasing to 4.50%	9.00% decreasing to 5.50%
\$11,672,991	\$13,614,405	\$15,953,360

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB - For the year ended June 30, 2021, the City recognized OPEB expense of \$385,168. At June 30, 2021, the City reported deferred outflows and inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between actual and expected experience		(\$4,179,521)
Changes of assumptions	\$2,319,957	(5,135,167)
Net differences between projected and actual earnings on plan investments		
Total	\$2,319,957	(\$9,314,688)

Deferred outflows and inflows of resources related to OPEB will be recognized as part of OPEB expense as follows:

Year Ended June 30	Annual Amortization
2022	(\$705,487)
2023	(705,487)
2024	(705,487)
2025	(705,487)
2026	(705,487)
Thereafter	(3,467,296)

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 10 – POST-EMPLOYMENT HEALTH CARE BENEFITS (Continued)

B. Defined Contribution OPEB Plans

Plan Description – The City has post-employment health care defined contribution plans in place pursuant to negotiated Memoranda of Understanding (MOU) and Schedules of Benefits (Schedule) with its employee bargaining units. The City’s funding obligation for each plan is defined within the respective MOU or Schedule and is a specified percentage of payroll. The plans and the City’s funding obligation for each plan are as follows:

Plan	Covered Employee Group	Employer Funding Obligation
Management/Confidential	Employees covered by the Management and/or Confidential Employees Schedule of Benefits and Employees covered by Turlock Management Association - Public Safety MOU	3% of base salary
Miscellaneous	Employees covered by Turlock City Employees Association MOU	2.5% of base salary 3% of salary plus
Police	Employees covered by Turlock Associated Police Officers MOU	3% of benefits 4% of salary plus
Fire	Employees covered by Turlock Firefighters Local #2434 MOU	4% of benefits

The administration of benefits for each plan rests with the individual plan administrators. The administrator for the Management/Confidential, Police Management and Miscellaneous plans is ICMA. The respective bargaining unit representatives administer the benefits for the Police and Fire plans.

For the Police and Fire plans, the City remits the contributions as required by the respective MOU to each plan following each pay period. These plans have established irrevocable trusts for their respective plan assets. As noted above, the plans’ trustees are responsible for the development of benefit levels that can be sustained from the contributions received as well as the general plan administration. The City does not have any responsibility for nor involvement in these activities. Under the terms of the Police and Fire MOUs, the City is obligated to make current year contributions to the respective trusts based on the 3% and 4% of salary and benefit costs for Police and Fire, respectively. Management believes the City has no obligation to make any additional contributions to the trusts beyond the above amounts, and therefore there is no unfunded actuarial accrued liability the City is obligated to fund.

There are no vesting requirements to be eligible to use these funds post-employment. The benefit can only be used to purchase post-employment health insurance. The retiree has the option to continue on the City’s self-insured health plan (and pay the 100% of the premium for continued participation), to become a member of a non-City group plan, or to purchase an individual health insurance policy. The benefit can then be used to provide assistance with paying the monthly premium, as discussed in Note 10A above.

Contributions to each plan during fiscal year 2020-21 were as follows:

Plan	Contributions
Management/Confidential	\$125,606
Miscellaneous	180,987
Police	307,052
Fire	199,026

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 11 – RISK MANAGEMENT

The City maintains the Insurance Internal Service Fund to account for and finance its risks of loss. Under this program, the City is self-insured for workers’ compensation and employee health care.

The City uses a reinsurance agreement to reduce its exposure to large losses under the workers’ compensation program. Reinsurance permits recovery of a portion of losses from reinsurers, although it does not discharge the primary liability of the City as direct insurer of the risks reinsured. The City does not report reinsured risks as liabilities unless it is probable that those risks will not be covered by reinsurers. Premiums paid to reinsurers during the year ended June 30, 2021 was \$202,462 and the City’s deductible under the policy is \$1.250 million, with coverage up to the statutory limit.

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City participates in the Central San Joaquin Valley Risk Management Authority (CSJVRMA), a public entity risk pool currently operating as a common risk management and insurance program for 54 cities. The purpose of CSJVRMA is to spread the adverse effect of losses among the members and to purchase excess insurance as a group, thereby reducing its expense. The City participates in the following pooled coverages through CSJVRMA:

Type of Coverage (Deductible)	Coverage Limits
Liability (\$100,000)	\$39,000,000
Automobile - for vehicles with values of \$250,000 or more (\$2,000)	50,000
Automobile - for vehicles with values less than \$250,000 (\$2,000)	10,000
Automobile - for vehicles with values less than \$25,000 (\$500)	25,000

The City contributes its pro rata share of anticipated losses to a pool administered by CSJVRMA. Should actual losses among participants be greater than the anticipated losses, the City will be assessed its pro rata share of that deficiency. Conversely, if the actual losses are less than anticipated, the City will be refunded its pro rata share of the excess. The City paid CSJVRMA premiums of \$1,242,542 for coverage during the fiscal year ended June 30, 2021 and did not receive any fiscal year 2020 retrospective refunds. In addition, in fiscal year 2021, the City was issued a credit for prior year payments for the previous five years in the amount of \$458,798. Settled claims have not exceeded commercial excess liability coverage in any of the past three fiscal years.

In addition to the coverage through CSJVRMA, the City has purchased the commercial policy coverage for property, vehicles and contractors equipment with various sublimits up to \$100,000,000:

Type of Coverage (Deductible)
Property, excluding flood (\$25,000)
Property, flood (\$100,000)
Vehicles (\$5,000)
Fire Engines (\$10,000)
Equipment (\$2,500)

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 11 – RISK MANAGEMENT (Continued)

All unpaid claims that were probable liabilities that occurred prior to the year-end and that were estimated based on actuarial studies or historical data were recorded in accordance with generally accepted accounting principles.

For the Year Ended June 30,	Claims Payable July 1	Fiscal Year Claims and Changes in Estimates	Claims Payments	Claims Payable June 30
2019	\$2,588,096	\$6,580,092	(\$6,467,527)	\$2,700,661
2020	2,700,661	5,456,507	(5,637,293)	2,519,875
2021	2,519,875	4,985,693	(5,008,376)	2,497,192

NOTE 12 – COMMITMENTS AND CONTINGENCIES

A. *Litigation*

As of June 30, 2021, the City is a party to various lawsuits. There are certain personal injury lawsuits which have been denied by the City Council. The outcome and eventual liability to the City, if any, in these cases is not known at this time. After reviewing these lawsuits with legal counsel, management estimates that the potential claims against the City, not covered by insurance, resulting from such litigation would not materially affect the financial statements of the City.

B. *Federal and State Grant Programs*

The City participates in several Federal and State grant programs. These programs are subject to audit by the City’s independent accountants in accordance with the provisions of the federal Single Audit Act as amended and applicable State requirements. No cost disallowances have been proposed as a result of audits completed to date; however, these programs are still subject to further examination by the grantors and the amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

C. *North Valley Regional Recycled Water Program*

On January 26, 2016, the City entered into a Cost-Sharing Agreement to defray expenses associated with the proposed North Valley Regional Recycled Water Program between the City of Modesto and the Del Puerto Water District for expenses associated with the Phase 4 Implementation Support for the North Valley Regional Recycled Water Project. The purpose of the Project is to provide recycled water from the Turlock and Modesto wastewater treatment facilities to the Del Puerto Water District (DPWD) for agricultural irrigation. The cost sharing under this Agreement will provide up to \$932,121 toward implementation support of the Project and the City of Turlock’s share is \$396,151. The City expended \$1,287 under the agreement for fiscal year ended June 30, 2021 and has expended \$396,151 to date.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 12 – COMMITMENTS AND CONTINGENCIES (Continued)

D. Stanislaus Regional Water Authority

The City of Turlock and City of Ceres formed a joint powers authority, the Stanislaus Regional Water Authority (SRWA), in order to develop and finance the Regional Surface Water Supply Project (RSWSP). The project consists of the construction of a water treatment plant (WTP) and associated facilities with the capacity to treat up to 30 million gallons per day (MGD) of surface water from the Tuolumne River, of which 20 MGD would be available to the City of Turlock. The water will be provided by Turlock Irrigation District. The RSWSP is also expected to include a system of pipelines to transport the water to the project participants. The environmental review process for the RSWSP and related terminal facilities for each Project Participant is complete.

On June 29, 2020 the SRWA awarded a design-build contract for the project to CH2M Hill Engineers, Inc. for an amount not to exceed \$195,400,357 which includes all project components except the individual Project Participants' terminal facilities. The RSWSP will be constructed in phases with the first phase anticipated to begin in the Fall of 2020. Construction is anticipated to be completed and the WTP operational in mid to late 2023.

In furtherance of the RSWSP, on February 2, 2020, the SRWA, the Project Participants and TID entered into a "Regional Surface Water Supply Phase 3 Project Design and Construction Funding Agreement. Pursuant to the agreement the City of Turlock will be entitled to 66.7% of the capacity of the RSWSP and the City of Ceres will be entitled to the remaining 33.3%.

The RSWSP project is expected to cost a total of \$266,949,332. The City of Turlock's share of the total project is expected to be \$180,448,813. The City expects \$23,278,615 in grant funds and \$157,170,198 of State Revolving Loan Funds or other outside financing for its share of the project. The City's investment in the project at June 30, 2021 was \$40,893,800.

Additional information regarding this project can be found at www.stanrwa.com. Financial Statements for the SRWA can be obtained from the City of Turlock at 156 South Broadway, Suite 270, Turlock, CA 95380.

E. Construction and Other Commitments

The City had the following outstanding significant commitments at June 30, 2021:

Projects	Amount
Stanislaus Regional Water Authority	\$19,446,059
Drinking Water Chlorination Project	2,992,328
Water Improvements	2,429,089
Arsenic Mitigation & ICF Treatment	2,165,285
Housing	1,531,232
Other Contracts	1,108,155
PCE Monitoring/Remediation	1,064,641
Improvements - Road Rehabilitation	718,760
Sewer Improvements	438,408
Transit Center	79,406
Various bus, vehicle and equipment purchases	54,708
North Valley Regional Recycled Water Program (NVRWP)	37,999
Traffic Signals	19,775

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 13 – REDEVELOPMENT AGENCY DISSOLUTION AND SUCCESSOR AGENCY ACTIVITIES

A. REDEVELOPMENT DISSOLUTION

On December 29, 2011, the California Supreme Court upheld Assembly Bill x1 26 (the Bill) that provides for the dissolution of all redevelopment agencies in the State of California. This action impacted the reporting entity of the City of Turlock that previously had reported a redevelopment agency within the reporting entity of the City as a blended component unit.

The Bill provides that upon dissolution of a redevelopment agency, either the entity creating the redevelopment agency or another unit of local government will agree to serve as the “successor agency” to hold the assets until they are distributed to other units of state and/or local government. By Resolution No. 2012-009 adopted on January 10, 2012, pursuant to Health and Safety Code Section 34173, the Turlock City Council declared that the City of Turlock would act in a special limited capacity as Successor Agency for the dissolved Turlock Redevelopment Agency (RDA), effective February 1, 2012.

On July 1, 2018, the duties of the Turlock Oversight Board transferred to a new Stanislaus Countywide Consolidated Oversight Board, which will now be responsible for overseeing the winddown affairs of all Successor Agencies in Stanislaus County, including the Successor Agency to the Turlock Redevelopment Agency.

After enactment of the law, which occurred on June 28, 2011, redevelopment agencies in California could not enter into new projects, obligation or commitments. Subject to the control of a newly established oversight board, remaining assets can only be used to pay enforceable obligations in existence at the date of dissolution (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments).

The Bill directs the California State Controller (SCO) to review the propriety of any transfers of assets between redevelopment agencies and other public bodies that occurred after January 1, 2011. If the public body that received such transfers is not contractually committed to a third party for the expenditure or encumbrance of those assets, the SCO is required to order the available assets to be transferred to the public body designated as the successor agency by the Bill.

In accordance with the timeline set forth in the Bill (as modified by the CA Supreme Court on December 29, 2011) all redevelopment agencies in California were dissolved and ceased to operate as legal entities on February 1, 2012. Prior to that date, the final seven months of activity of the RDA continued to be reported in the governmental funds of the City. After the date of dissolution, the assets and activities of the dissolved RDA are reported in a fiduciary fund (private-purpose trust fund) in the City’s financial statements. Included in prior year RDA financial statements was the Downtown Improvement Project Fund. This fund was originally established to account for the construction of infrastructure improvements in the City’s downtown core. This project was funded with the proceeds of the 1999 Revenue Bond along with sewer, water and street funds. The residual monies in this fund after the completion of the project represented excess funds contributed by the sewer, water and street funds. Management decided to leave these residual funds in this Fund to provide a source of funds for future repairs. This Fund is presented as a non-major fund in the governmental fund combining statements.

The activities of the Successor Agency are reported in the Successor Agency to the Redevelopment Agency Private-Purpose Trust Fund as the activities are under the control of the Oversight Board. The City provides administrative services to the Successor Agency to wind down the affairs of the former Redevelopment Agency.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 13 – REDEVELOPMENT AGENCY DISSOLUTION AND SUCCESSOR AGENCY ACTIVITIES
(Continued)

AB1484 required the Successor Agency to complete two due diligence reviews – one for the low and moderate income housing assets of the Successor Agency (Housing DDR), and a second for all other balances of the Successor Agency (Non-housing DDR). The due diligence reviews are to calculate the balance of unencumbered balances as of June 30, 2012 available to be remitted to the County for disbursement to taxing entities. The Successor Agency submitted both due diligence reviews to the State Department of Finance for review and approval. The Department of Finance did not initially approve the Housing DDR, which indicated that the Successor Agency had no funds available for distribution, and the State made adjustments to the Housing DDR and instead made a demand for the return of funds totaling \$1,001,062, which were held by the City’s Former LMI Housing Fund. The City remitted that amount to the County in December 2012. The Department of Finance did not initially approve the Non-housing DDR, which indicated that the Successor Agency had no funds available for distribution, and although the State made adjustments to the Non-housing DDR, the adjusted balance still indicated that there were no funds available for distribution. The Successor Agency received its Finding of Completion in April 2013 which means it can now utilize bond proceeds for projects consistent with the original bond covenants.

Cash and investments of the Successor Agency as of June 30, 2021 are discussed in Note 3. Information presented in the following footnotes represents other assets and liabilities of the Successor Agency as of June 30, 2021.

B. LONG-TERM OBLIGATIONS

1. Current Year Transactions and Balances

The following bonds are obligations of the Authority payable from and secured by loan payments made by the former Turlock Redevelopment Agency. The bonds are secured by the tax increment revenues of the former RDA and have been transferred to the Successor Agency for the former Turlock Redevelopment Agency. With the dissolution of the Redevelopment Agency discussed above, Tax Increment is no longer distributed, and instead the Successor Agency receives payments from the County’s Redevelopment Property Tax Trust Fund (RPTTF) that are to be used to fund debt service on the Bonds, with no distinction between housing and non-housing revenues. In addition, under the provisions of the laws dissolving the Redevelopment Agency, the Successor Agency only receives the funds necessary to fulfill its approved enforceable obligations. The outstanding balances as of June 30, 2021 are as follows:

	Original Issue Amount	Balance June 30, 2020	Retirements	Balance June 30, 2021	Due Within One Year	Due in More Than One Year
General Obligation Revenue Bonds:						
2016 Tax Allocation Revenue Bonds	\$35,740,000	\$33,330,000	\$1,100,000	\$32,230,000	\$1,150,000	\$31,080,000
Add: Unamortized bond premium		2,660,018	137,587	2,522,431		2,522,431
Total Successor Agency Debt	<u>\$35,740,000</u>	<u>\$35,990,018</u>	<u>\$1,237,587</u>	<u>\$34,752,431</u>	<u>\$1,150,000</u>	<u>\$33,602,431</u>

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 13 – REDEVELOPMENT AGENCY DISSOLUTION AND SUCCESSOR AGENCY ACTIVITIES
(Continued)

2. *2016 Successor Agency Tax Allocation Refunding Bonds*

In November 2016, the Successor Agency issued Tax Allocation Refunding Bonds, Series 2016, in the amount of \$35,740,000. The proceeds from the Bonds were to be used to refund the outstanding balance of the 1999 Revenue Bonds, 2006 Tax Allocation Revenue Bonds, and 2011 Tax Allocation Revenue Bonds. The Bonds bear interest rates of 2.0 – 5.0%. Interest on the Bonds is payable semi-annually March 1 and September 1 and principal is due annually on each September 1 through 2039.

Events of default on the 2016 Bonds include failure to make any debt service payment by the due date or failure to perform the other agreements or covenants required in the Indenture of Trust not cured within 30 days' notice to the Successor Agency. Under such event of default, as defined by the bond documents, the Trustee may, upon the written request of the bondholders, of not less than a majority in aggregate principal amount of the outstanding Bonds at the time, shall, by notice in writing to the Successor Agency, declare the principal of all of the 2016 Bonds then outstanding, and the interest accrued thereon, to be due and payable immediately. This provision is subject to the condition that if, at any time after the principal of the 2016 Bonds have been declared due and payable, and before any judgement or decree has been entered or obtained the Successor Agency can remedy the default by paying all amounts due and payable. At that time, the bondholders of at least a majority in aggregate principal amount of the 2016 Bonds, then outstanding, can by written notice to the Successor Agency and to the Trustee, rescind and annul such declaration and its consequences. The Successor Agency can prepay the 2016 Bonds at any time by paying the prescribed prepayment premium as for in the 2016 Bond documents.

3. *Bond Issuance Costs, Original Issue Discounts and Premiums and Deferred Charge on Refunding*

For private-purpose trust fund types, bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Any differences between proprietary refunded debt and the debt issued to refund it, called a gain or loss on refunding, is amortized over the remaining life of either the refunded debt or the refunding debt, whichever is shorter. The gain or loss is reported as a deferred inflow or outflow of resources, as applicable. Bond issuance costs, other than prepaid insurance, are expensed in the year incurred.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 13 – REDEVELOPMENT AGENCY DISSOLUTION AND SUCCESSOR AGENCY ACTIVITIES
(Continued)

4. Debt Service Requirements

Debt service requirements are shown below for all long-term debt:

For the Year Ending June 30	2016 Tax Allocation Refunding Bonds	
	Principal	Interest
2022	\$1,150,000	\$1,301,756
2023	1,210,000	1,242,757
2024	1,270,000	1,180,757
2025	1,335,000	1,115,632
2026	1,400,000	1,047,257
2027-2031	8,125,000	4,085,155
2032-2036	10,130,000	2,109,408
2037-2040	7,610,000	436,177
Total	32,230,000	\$12,518,899
Add: Unamortized Bond Premium	2,522,431	
Net long-term debt	\$34,752,431	

C. COMMITMENTS AND CONTINGENCIES

1. State Approval of Enforceable Obligations

The Successor Agency prepares a Recognized Obligation Payment Schedule (ROPS) annually that contains all proposed expenditures for the subsequent twelve-month period. The ROPS is subject to the review and approval of the Oversight Board as well as the State Department of Finance. Although the State Department of Finance may not question items included on the ROPS in one period, they may question the same items in a future period and disallow associated activities. The amount, if any, of current obligations that may be denied by the State Department of Finance cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

CITY OF TURLOCK
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 14 – SUBSEQUENT EVENTS

A. Sewer Bond Refinancing

On June 22, 2022, the City entered into a direct placement loan agreement in the amount of \$32,924,000. The proceeds of the loan, secured by revenue from the City's Wastewater Treatment operations as defined in the loan agreement, were used to refund and defease the outstanding 2012 Sewer Revenue Bonds. The 2012 Bonds would be repaid in their entirety on September 15, 2022. No new project monies were included in this loan agreement. The loan bears interest of 2.99% and matures in September 2033. Payments of principal are due annually on September 15th and interest is due semi-annually on the September 15th and March 15th. Events of default on the loan include failure to make any loan repayment by the due date or failure to perform the other agreements or covenants required in the loan agreement not cured within sixty days of notice to the City, would make all principal and interest outstanding on the loan immediately due and payable. The City can prepay the loan after September 15, 2024, by paying the prescribed prepayment premium as set forth in the loan agreement.

B. Fire Engine Capital Lease

On April 15, 2022, the City entered into a capital lease/purchase agreement for the purchase of two new Pierce Velocity Pumps. The lease, totaling \$1,755,110, carries an annual interest rate of 3.41% and requires annual principal and interest payments due on the 15th of each month until April 2037 when the lease terminates. The City has pledged the Velocity Pumps as collateral for the lease. Events of default under the lease agreement include failure to make any lease payment within ten days of the due date or failure of other lease covenants or conditions included in the lease agreement not cured within thirty days, which would accelerate repayment of the lease. The City can terminate the lease at any time after April 15, 2024 by paying the prescribed prepayment price as set forth in the lease payment schedule.

C. Reduction of CalPERS Discount Rate

On July 12, 2021, CalPERS reported a preliminary 21.3% net return on investments for fiscal year 2020-21. Based on the thresholds specified in CalPERS Funding Risk Mitigation policy approved by the CalPERS Board in 2015, the excess return of 14.3% prescribes a reduction in investment volatility that corresponds to a reduction in the discount rate used for funding purposes of 0.20%, from 7.00% to 6.80%. Since CalPERS was in the final stages of the four-year Asset Liability Management (ALM) cycle, the CalPERS Board elected to defer any changes to the asset allocation until the ALM process concluded, and the board could make its final decision on the asset allocation in November 2021.

On November 17, 2021, the board adopted a new strategic asset allocation. The new asset allocation along with the new capital market assumptions, economic assumptions and administrative expense assumption support a discount rate of 6.90% (net of investment expense, but without a reduction for administrative expense) for financial reporting purposes. This includes a reduction in the price inflation assumption from 2.50% to 2.30% as recommended in the November 2021 CalPERS Experience Study and Review of Actuarial Assumptions. This study also recommended modifications to retirement rates, termination rates, mortality rates and rates of salary increases that were adopted by the CalPERS Board. These new assumptions will be reflected in the CalPERS GASB 68 accounting valuation reports for the June 30, 2022, measurement date.

REQUIRED SUPPLEMENTARY INFORMATION

Miscellaneous Agent Multiple-Employer Defined Benefit Pension Plan Last 10 Years*

SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS

Measurement Date	6/30/2014	6/30/2015	6/30/2016	6/30/2017	6/30/2018	6/30/2019	6/30/2020
Total Pension Liability							
Service Cost	\$2,252,227	\$2,145,944	\$2,113,775	\$2,535,894	\$2,556,275	\$2,302,531	\$2,484,703
Interest	8,152,132	8,394,010	8,879,576	9,300,013	9,710,969	10,263,211	10,837,530
Differences between expected and actual experience		(2,796,579)	704,751	188,828	254,403	2,064,432	2,271,043
Changes in assumptions		(2,114,962)		7,890,713	(567,581)		
Changes in benefits							
Benefit payments, including refunds of employee contributions	(4,197,372)	(4,620,913)	(5,141,794)	(5,431,662)	(6,138,941)	(6,823,311)	(6,967,583)
Net change in total pension liability	6,206,987	1,007,500	6,556,308	14,483,786	5,815,125	7,806,863	8,625,693
Total pension liability - beginning	109,667,670	115,874,657	116,882,157	123,438,465	137,922,251	143,737,376	151,544,239
Total pension liability - ending (a)	\$115,874,657	\$116,882,157	\$123,438,465	\$137,922,251	\$143,737,376	\$151,544,239	\$160,169,932
Plan fiduciary net position							
Contributions - employer	\$2,650,159	\$2,832,416	\$3,259,415	\$3,684,085	\$3,783,927	\$4,359,068	\$4,919,630
Contributions - employee	1,031,498	1,042,224	1,027,004	1,109,929	1,133,810	1,157,716	1,038,613
Net investment income	12,514,268	1,937,886	438,577	9,502,918	7,974,175	6,592,102	5,279,682
Benefit payments, including refunds of employee contributions	(4,197,372)	(4,620,913)	(5,141,794)	(5,431,662)	(6,138,941)	(6,823,311)	(6,967,583)
Plan to Plan Resource Movement		78,472	622	(25)	(230)		
Administrative Expense		(94,994)	(51,446)	(123,941)	(144,433)	(70,664)	(146,949)
Other Miscellaneous Income/Expense					(274,281)	230	
Net change in plan fiduciary net position	11,998,553	1,175,091	(467,622)	8,741,304	6,334,027	5,215,141	4,123,393
Plan fiduciary net position - beginning	71,240,464	83,239,017	84,414,108	83,946,486	92,687,790	99,021,817	104,236,958
Plan fiduciary net position - ending (b)	\$83,239,017	\$84,414,108	\$83,946,486	\$92,687,790	\$99,021,817	\$104,236,958	\$108,360,351
Net pension liability - ending (a)-(b)	\$32,635,640	\$32,468,049	\$39,491,979	\$45,234,461	\$44,715,559	\$47,307,281	\$51,809,581
Plan fiduciary net position as a percentage of the total pension liability	71.84%	72.22%	68.01%	67.20%	68.89%	68.78%	67.65%
Covered payroll	\$13,044,287	\$12,730,821	\$13,052,557	\$13,771,230	\$13,489,574	\$14,631,733	\$14,259,962
Net pension liability as percentage of covered payroll	250.19%	255.03%	302.56%	328.47%	331.48%	323.32%	363.32%

Notes to Schedule:

Benefit changes: The figures above do not include any liability impact that may have resulted from plan changes which occurred after June 30. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a Golden Handshakes).

Change in Assumptions: GASB 68 paragraph 68 states that the long-term expected rate of return should be determined net of pension plan investment expense, but without reduction for pension plan administrative expense. In 2017, the accounting discount rate reduced from 7.65 percent to 7.15 percent. In 2018, 2019 and 2020, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate. All other assumptions for the June 30, 2014 measurement date were the same as those used for the June 30, 2015 and 2016 measurement dates.

* - Fiscal year 2015 was the 1st year of implementation.

REQUIRED SUPPLEMENTARY INFORMATION

Miscellaneous Agent Multiple-Employer Defined Benefit Pension Plan Last 10 Years*

SCHEDULE OF CONTRIBUTIONS

Fiscal Year Ended June 30	2015	2016	2017	2018	2019	2020	2021
Actuarially determined contribution	\$3,847,884	\$3,256,514	\$3,684,324	\$3,786,340	\$4,359,068	\$4,919,630	\$5,268,460
Contributions in relation to the actuarially determined contributions	(3,847,884)	(3,256,514)	(3,684,324)	(3,786,340)	(4,359,068)	(4,919,630)	(5,268,460)
Contribution deficiency (excess)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
 Covered payroll	 \$12,730,821	 \$13,052,557	 \$13,771,230	 \$13,489,574	 \$14,631,733	 \$14,259,962	 \$13,930,302
 Contributions as a percentage of covered payroll	 30.22%	 24.95%	 26.75%	 28.07%	 29.79%	 34.50%	 37.82%
 Notes to Schedule							
Valuation date:	6/30/2012	6/30/2013	6/30/2014	6/30/2015	6/30/2016	6/30/2017	6/30/2018
Methods and assumptions used to determine contribution rates:							
Actuarial cost method	Entry age normal						
Amortization method	Level percentage of payroll, closed						
Average remaining amortization period	15 years as of valuation date						
Asset valuation method	Market value of assets						
Inflation	2.75% for 2015 to 2019, and 2.625% for 2020, and 2.50% for 2021						
Salary increases	Varies by Entry Age and Service						
Investment rate of return	7.50%, for 2015 to 2018, 7.375% for 2019, 7.25% for 2020 and 7.00% for 2021, net of pension plan investment and administrative expenses, includes inflation.						
Retirement age	The probabilities of Retirement are based on the CalPERS Experience Study. The probabilities of mortality are based on the CalPERS Experience Study. Pre-retirement and Post-retirement mortality rates include 20 years of projected mortality improvement using Scale AA published by the Society of Actuaries for 2015 to 2018. For 2019, 2020 and 2021, pre-retirement and post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries.						
Mortality Rate Table	Society of Actuaries.						

* - Fiscal year 2015 was the 1st year of implementation.

REQUIRED SUPPLEMENTARY INFORMATION

**SCHEDULE OF THE CITY'S PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY**

Measurement Date	<u>6/30/2014</u>	<u>6/30/2015</u>	<u>6/30/2016</u>	<u>6/30/2017</u>	<u>6/30/2018</u>	<u>6/30/2019</u>	<u>6/30/2020</u>
Plan's Proportion of the Net Pension Liability (Asset)	0.39%	0.53%	0.55%	0.55%	0.57%	0.58%	0.60%
Plan's Proportionate Share of the Net Pension Liability/(Asset)	<u>\$24,494,695</u>	<u>\$21,992,658</u>	<u>\$28,313,359</u>	<u>\$32,763,059</u>	<u>\$33,256,276</u>	<u>\$36,264,853</u>	<u>\$40,115,075</u>
Plan's Covered Payroll	<u>\$10,003,385</u>	<u>\$9,440,848</u>	<u>\$9,870,904</u>	<u>\$9,994,012</u>	<u>\$10,781,820</u>	<u>\$11,959,999</u>	<u>\$11,776,264</u>
Plan's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of its Covered Payroll	244.86%	232.95%	286.84%	327.83%	308.45%	303.22%	340.64%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Plan's Total Pension Liability	79.82%	78.40%	74.06%	73.31%	75.26%	75.26%	75.10%

* - Fiscal year 2015 was the 1st year of implementation.

REQUIRED SUPPLEMENTARY INFORMATION

Safety Plan, Cost Sharing Multiple-Employer Defined Benefit Pension Plan
Last 10 Years*
SCHEDULE OF CONTRIBUTIONS

Fiscal Year Ended June 30	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Actuarially determined contribution	\$3,951,824	\$2,633,557	\$2,919,564	\$3,335,223	\$3,975,052	\$4,477,269	\$4,811,929
Contributions in relation to the actuarially determined contributions	<u>(3,951,824)</u>	<u>(2,633,557)</u>	<u>(2,919,564)</u>	<u>(3,335,223)</u>	<u>(3,975,052)</u>	<u>(4,477,269)</u>	<u>(4,811,929)</u>
Contribution deficiency (excess)	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Covered payroll	<u>\$9,440,848</u>	<u>\$9,870,904</u>	<u>\$9,994,012</u>	<u>\$10,781,820</u>	<u>\$11,959,999</u>	<u>\$11,776,264</u>	<u>\$11,203,500</u>
Contributions as a percentage of covered payroll	41.86%	26.68%	29.21%	30.93%	33.24%	38.02%	42.95%

* - Fiscal year 2015 was the 1st year of implementation.

REQUIRED SUPPLEMENTARY INFORMATION

**SCHEDULE OF CHANGES IN THE
TOTAL OPEB LIABILITY AND RELATED RATIOS**

Last 10 fiscal years*

Measurement Date	<u>6/30/18</u>	<u>6/30/19</u>	<u>6/30/20</u>	<u>6/30/2021</u>
Total OPEB Liability				
Service Cost	\$1,155,061	\$1,135,358	\$638,020	\$797,780
Interest	637,175	713,835	716,143	292,875
Changes in benefit terms				
Differences between expected and actual experience	(222,909)	(55,000)	(4,650,595)	(105,340)
Changes of assumptions	(600,396)	854,724	(3,897,028)	205,992
Benefit payments	(107,347)	(231,516)	(115,029)	(91,631)
Net change in total OPEB liability	<u>861,584</u>	<u>2,417,401</u>	<u>(7,308,489)</u>	<u>1,099,676</u>
Total OPEB liability - beginning	<u>16,544,233</u>	<u>17,405,817</u>	<u>19,823,218</u>	<u>12,514,729</u>
Total OPEB liability - ending (a)	<u><u>\$17,405,817</u></u>	<u><u>\$19,823,218</u></u>	<u><u>\$12,514,729</u></u>	<u><u>\$13,614,405</u></u>
Covered-employee payroll	<u>\$24,603,348</u>	<u>\$28,959,337</u>	<u>\$28,058,863</u>	<u>\$25,133,575</u>
Total OPEB liability as a percentage of covered payroll	<u>70.75%</u>	<u>68.45%</u>	<u>44.60%</u>	<u>54.17%</u>

Notes to schedule:

Benefit changes: None

Changes in assumptions: The discount rate was modified from 3.85% to 3.50% in 2019 and from 3.50% to 2.20% in 2020 and from 2.20% to 2.10% in 2021. The inflation rate was also modified from 1.85% to 1.50% in 2019 and from 1.50% to 0.70% in 2020 and from 0.70% to 0.6% in 2021.

* Fiscal year 2018 was the first year of implementation.

NON-MAJOR GOVERNMENTAL FUNDS

The following provides a brief narrative for some the City's more substantial non-major governmental funds.

Integrated Waste Management (AB939)

This fund is used to account for revenues received from recycling-related efforts. These revenues are used to fund recycling education programs as well as the City's "Take-Pride-In-Turlock" community cleanup.

Development Impact Fees

Various development impact fee programs are accounted for in this fund. These revenues are collected for and expended on infrastructure improvements designed to mitigate the effects of development throughout the City. These fees are separate, and in most cases, in addition to the impact fees described in the Facility Fee Fund. Not included in this fund are impact fees collected for sewer and/or water infrastructure improvements.

Equipment Replacement

The Equipment Replacement fund accounts for monies set aside to fund the replacement of existing equipment (including computer related equipment) used by various City departments.

Lighting & Landscaping Assessment Districts

This fund accounts for the expenditure of revenues collected under either the Landscaping and Lighting Act of 1972 or the Benefit Assessment Act of 1982. These Acts provide a funding mechanism for the maintenance costs associated with various lighting, landscaping and street improvements within the assessment districts formed under the respective Act.

CDBG, State HOME Program, and Housing Stimulus Funds

This group of funds, when combined with the Stanislaus County Housing Consortium (see major funds), accounts for the various federal funding sources the City receives on an annual basis to assist in the preservation and production of affordable housing within the City.

Stanislaus County Housing Consortium

When combined with the CDBG, State HOME programs and Housing Stimulus Funds (see non-major funds), accounts for the various federal funding sources the City receives on an annual basis to assist in the preservation and production of affordable housing within the City. The Consortium specifically is a collaboration of six cities in Stanislaus County and the County who together use Federal HOME monies to provide assistance for affordable housing within the County and the participating City jurisdictions.

North Turlock Master Plan

The North Turlock Master Plan fund accounts for the collection and expenditure of development impact fees collected specifically within the master plan boundaries. Fees are collected to fund the cost of infrastructure – transportation, sewer and storm drainage – improvements necessary due to development within the master plan area.

Airport

This fund accounts for grant revenues received from the State and Federal governments which are being expended to fund capital improvements at the Turlock Municipal Airport. The day-to-day operations of the airport and the capital improvement projects are under the control of the Turlock Regional Aviation Association under a Facilities Management Agreement with the City of Turlock.

CITY OF TURLOCK
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
JUNE 30, 2021

	SPECIAL REVENUE FUNDS			
	Asset Forfeitures	Integrated Waste Mgmt (AB939)	Bicycle Safety	Sports Facilities
ASSETS				
Cash and investments	\$78,333	\$1,299,635	\$62,164	\$26,417
Accounts receivable		4,377	15	685
Interest receivable		1,621		
Loans receivable				
Total Assets	\$78,333	\$1,305,633	\$62,179	\$27,102
LIABILITIES				
Accounts payable	\$832	\$173		\$14,712
Payroll payable		721		12,390
Deposits payable				
Unearned revenue				
Due to other funds				
Total Liabilities	832	894		27,102
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue				
FUND BALANCE				
Fund balance:				
Restricted		1,304,739		
Committed	77,501		\$62,179	
Unassigned				
Total Fund Balances (Deficit)	77,501	1,304,739	62,179	
Total Liabilities and Fund Balances	\$78,333	\$1,305,633	\$62,179	\$27,102

SPECIAL REVENUE FUNDS

	Animal Fees Forfeiture	Development Impact Fees	Equipment Replacement	NW Triangle Plan Fee
ASSETS				
Cash and investments	\$31,794	\$5,103,510	\$5,188,883	\$498,165
Accounts receivable		610	26,812	
Interest receivable		6,322		634
Loans receivable				
Total Assets	<u>\$31,794</u>	<u>\$5,110,442</u>	<u>\$5,215,695</u>	<u>\$498,799</u>
LIABILITIES				
Accounts payable	\$5,224		\$212,555	
Payroll payable				
Deposits payable				
Unearned revenue				
Due to other funds				
Total Liabilities	<u>5,224</u>		<u>212,555</u>	
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue				
FUND BALANCE				
Fund balance:				
Restricted	26,570			
Committed		\$5,110,442	5,003,140	\$498,799
Unassigned				
Total Fund Balances (Deficit)	<u>26,570</u>	<u>5,110,442</u>	<u>5,003,140</u>	<u>498,799</u>
Total Liabilities and Fund Balances	<u>\$31,794</u>	<u>\$5,110,442</u>	<u>\$5,215,695</u>	<u>\$498,799</u>

(Continued)

CITY OF TURLOCK
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
JUNE 30, 2021

	SPECIAL REVENUE FUNDS			
	Development Benefit	Lighting & Landscaping Assessment Districts	Downtown Assessment District	Northeast Turlock CFD #2
ASSETS				
Cash and investments	\$666,490	\$17,077,605	\$16,446	\$70,007
Accounts receivables		68,900		5,544
Interest receivable	853	21,313		
Loans receivable				
	<u>666,490</u>	<u>17,167,818</u>	<u>16,446</u>	<u>75,551</u>
Total Assets	<u>\$667,343</u>	<u>\$17,167,818</u>	<u>\$16,446</u>	<u>\$75,551</u>
LIABILITIES				
Accounts payable		\$90,372		
Payroll payable		17,364		
Deposits payable				
Unearned revenue				
Due to other funds				
		<u>107,736</u>		
Total Liabilities		<u>107,736</u>		
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue				
FUND BALANCE				
Fund balance:				
Restricted		17,060,082	\$16,446	\$75,551
Committed	\$667,343			
Unassigned				
	<u>667,343</u>	<u>17,060,082</u>	<u>16,446</u>	<u>75,551</u>
Total Fund Balances (Deficit)	<u>667,343</u>	<u>17,060,082</u>	<u>16,446</u>	<u>75,551</u>
Total Liabilities and Fund Balances	<u>\$667,343</u>	<u>\$17,167,818</u>	<u>\$16,446</u>	<u>\$75,551</u>

SPECIAL REVENUE FUNDS

	CDBG	State HOME Funds	Housing Stimulus Funds	Stanislaus County Housing Consortium
ASSETS				
Cash and investments	\$609,555	\$3,662,259	\$41,051	\$231,578
Accounts receivables	205,223			110,839
Interest receivable		5,724		
Loans receivable	6,511,095	4,112,247	5,500	9,258,622
Total Assets	\$7,325,873	\$7,780,230	\$46,551	\$9,601,039
LIABILITIES				
Accounts payable	\$15,930	\$4,000		\$9,346
Payroll payable	5,903			2,182
Deposits payable				2,650
Unearned revenue				
Due to other funds				
Total Liabilities	21,833	4,000		14,178
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue	6,511,095	4,112,247	\$5,500	9,258,622
FUND BALANCE				
Fund balance:				
Restricted	792,945	3,663,983	41,051	328,239
Committed				
Unassigned				
Total Fund Balances (Deficit)	792,945	3,663,983	41,051	328,239
Total Liabilities and Fund Balances	\$7,325,873	\$7,780,230	\$46,551	\$9,601,039

(Continued)

CITY OF TURLOCK
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
JUNE 30, 2021

	<u>SPECIAL REVENUE FUNDS</u>		<u>CAPITAL PROJECTS FUNDS</u>	
	<u>Grant Funds</u>	<u>Traffic Safety</u>	<u>Capital Improvement</u>	<u>Street Light Installation</u>
ASSETS				
Cash and investments	\$524,908	\$57,501	\$712,904	\$146,533
Accounts receivable	385,742		1,000	
Interest receivable			875	188
Loans receivable				
Total Assets	<u>\$910,650</u>	<u>\$57,501</u>	<u>\$714,779</u>	<u>\$146,721</u>
LIABILITIES				
Accounts payable	\$168,324	\$835	\$57,217	
Payroll payable				
Deposits payable				
Unearned revenue	250,018			
Due to other funds				
Total Liabilities	<u>418,342</u>	<u>835</u>	<u>57,217</u>	
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue				
FUND BALANCE				
Fund balance:				
Restricted	492,308	56,666		
Committed			657,562	\$146,721
Unassigned				
Total Fund Balances (Deficit)	<u>492,308</u>	<u>56,666</u>	<u>657,562</u>	<u>146,721</u>
Total Liabilities and Fund Balances	<u>\$910,650</u>	<u>\$57,501</u>	<u>\$714,779</u>	<u>\$146,721</u>

CITY OF TURLOCK
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
JUNE 30, 2021

	CAPITAL PROJECTS FUNDS			
	Downtown Improvement Project	North Turlock Master Plan	North East Turlock Master Plan	Turlock Regional Industrial Park
ASSETS				
Cash and investments	\$241,006	\$2,220,752	\$3,592,846	\$722,480
Accounts receivables				
Interest receivable		2,832	4,564	815
Loans receivable				
	<u>\$241,006</u>	<u>\$2,223,584</u>	<u>\$3,597,410</u>	<u>\$723,295</u>
Total Assets	<u>\$241,006</u>	<u>\$2,223,584</u>	<u>\$3,597,410</u>	<u>\$723,295</u>
LIABILITIES				
Accounts payable			\$177	
Payroll payable				
Deposits payable				
Unearned revenue				
Due to other funds				
			<u>177</u>	
Total Liabilities			<u>177</u>	
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue				
FUND BALANCE				
Fund balance:				
Restricted				
Committed	\$241,006	\$2,223,584	3,597,233	\$723,295
Unassigned				
	<u>241,006</u>	<u>2,223,584</u>	<u>3,597,233</u>	<u>723,295</u>
Total Fund Balances (Deficit)	<u>241,006</u>	<u>2,223,584</u>	<u>3,597,233</u>	<u>723,295</u>
Total Liabilities and Fund Balances	<u>\$241,006</u>	<u>\$2,223,584</u>	<u>\$3,597,410</u>	<u>\$723,295</u>

(Continued)

CITY OF TURLOCK
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
JUNE 30, 2021

CAPITAL PROJECTS FUNDS

	<u>East Tuolumne Master Plan</u>	<u>Airport</u>	<u>Total Nonmajor Governmental Funds</u>
ASSETS			
Cash and investments		\$47,717	\$42,930,539
Accounts receivable		10,000	819,747
Interest receivable			45,741
Loans receivable			19,887,464
Total Assets	\$57,717	\$57,717	\$63,683,491
LIABILITIES			
Accounts payable			\$579,697
Payroll payable			38,560
Deposits payable			2,650
Unearned revenue			250,018
Due to other funds	\$111,228		111,228
Total Liabilities	111,228		982,153
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue			19,887,464
FUND BALANCE			
Fund balance:			
Restricted			23,858,580
Committed		\$57,717	19,066,522
Unassigned	(111,228)		(111,228)
Total Fund Balances (Deficit)	(111,228)	57,717	42,813,874
Total Liabilities and Fund Balances	\$57,717	\$57,717	\$63,683,491

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CITY OF TURLOCK
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2021

	SPECIAL REVENUE FUNDS			
	Asset Forfeitures	Integrated Waste Mgmt (AB939)	Bicycle Safety	Sports Facilities
REVENUES				
Taxes and assessments				
Licenses and permits			\$432	
Use of money and property		\$6,498		
Intergovernmental	\$971	22,377		
Charges for current services		238,812		\$35,401
Other				646
Total Revenues	971	267,687	432	36,047
EXPENDITURES				
Current:				
General government		118,746		
Public safety	11,578		7,249	
Public ways and facilities/transportation				
Parks and recreation				782,425
Community development				
Capital outlay				
Total Expenditures	11,578	118,746	7,249	782,425
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(10,607)	148,941	(6,817)	(746,378)
OTHER FINANCING SOURCES (USES)				
Contributions from private purpose trust				
Proceeds from sale of property				
Transfers in				771,798
Transfers (out)				(25,420)
Total Other Financing Sources (Uses)				746,378
NET CHANGE IN FUND BALANCES	(10,607)	148,941	(6,817)	
BEGINNING FUND BALANCES (DEFICITS)	88,108	1,155,798	68,996	
ENDING FUND BALANCES (DEFICITS)	\$77,501	\$1,304,739	\$62,179	

SPECIAL REVENUE FUNDS

	Animal Fees Forfeiture	Development Impact Fees	Equipment Replacement	NW Triangle Plan Fee
REVENUES				
Taxes and assessments			\$88,896	
Licenses and permits				
Use of money and property		(\$1,552)		\$2,565
Intergovernmental			44,951	
Charges for current services	\$27,832	305,097	388,851	13,803
Other			15,748	
Total Revenues	27,832	303,545	538,446	16,368
EXPENDITURES				
Current:				
General government			87,782	
Public safety	22,550		384,762	
Public ways and facilities/transportation		5,279	8,619	343
Parks and recreation			6,302	
Community development			197,414	
Capital outlay			246,492	
Total Expenditures	22,550	5,279	931,371	343
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	5,282	298,266	(392,925)	16,025
OTHER FINANCING SOURCES (USES)				
Contributions from private purpose trust				
Proceeds from sale of property				
Transfers in			715,462	
Transfers (out)				
Total Other Financing Sources (Uses)			715,462	
NET CHANGE IN FUND BALANCES	5,282	298,266	322,537	16,025
BEGINNING FUND BALANCES (DEFICITS)	21,288	4,812,176	4,680,603	482,774
ENDING FUND BALANCES (DEFICITS)	\$26,570	\$5,110,442	\$5,003,140	\$498,799

(Continued)

CITY OF TURLOCK
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2021

	SPECIAL REVENUE FUNDS			
	Development Benefit	Lighting & Landscaping Assessment Districts	Downtown Assessment District	Northeast Turlock CFD #2
REVENUES				
Taxes and assessments		\$3,552,814		\$902,739
Licenses and permits				
Use of money and property	\$3,491	(18,336)		2,998
Intergovernmental				
Charges for current services				
Other		2,732		
Total Revenues	<u>3,491</u>	<u>3,537,210</u>		<u>905,737</u>
EXPENDITURES				
Current:				
General government				27,424
Public safety				
Public ways and facilities/transportation		2,436,265		
Parks and recreation				
Community development				
Capital outlay				
Total Expenditures		<u>2,436,265</u>		<u>27,424</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>3,491</u>	<u>1,100,945</u>		<u>878,313</u>
OTHER FINANCING SOURCES (USES)				
Contributions from private purpose trust				
Proceeds from sale of property				
Transfers in		38,635		
Transfers (out)		(166,331)	(\$38,635)	(878,313)
Total Other Financing Sources (Uses)		<u>(127,696)</u>	<u>(38,635)</u>	<u>(878,313)</u>
NET CHANGE IN FUND BALANCES	3,491	973,249	(38,635)	
BEGINNING FUND BALANCES (DEFICITS)	<u>663,852</u>	<u>16,086,833</u>	<u>55,081</u>	<u>75,551</u>
ENDING FUND BALANCES (DEFICITS)	<u>\$667,343</u>	<u>\$17,060,082</u>	<u>\$16,446</u>	<u>\$75,551</u>

	SPECIAL REVENUE FUNDS			Stanislaus County Housing Consortium
	CDBG	State HOME Funds	Housing Stimulus Funds	
REVENUES				
Taxes and assessments				
Licenses and permits				
Use of money and property		\$19,785		
Intergovernmental	\$378,410	600,942		\$154,182
Charges for current services				30,080
Other	1,280,820	848,175		419,825
Total Revenues	1,659,230	1,468,902		604,087
EXPENDITURES				
Current:				
General government				
Public safety				
Public ways and facilities/transportation				
Parks and recreation				
Community development	1,537,976	521,472		759,927
Capital outlay	47,236			
Total Expenditures	1,585,212	521,472		759,927
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	74,018	947,430		(155,840)
OTHER FINANCING SOURCES (USES)				
Contributions from private purpose trust	10,000			
Proceeds from sale of property	556,817			
Transfers in				
Transfers (out)	(1,339)			
Total Other Financing Sources (Uses)	565,478			
NET CHANGE IN FUND BALANCES	639,496	947,430		(155,840)
BEGINNING FUND BALANCES (DEFICITS)	153,449	2,716,553	\$41,051	484,079
ENDING FUND BALANCES (DEFICITS)	\$792,945	\$3,663,983	\$41,051	\$328,239

(Continued)

CITY OF TURLOCK
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2021

	<u>SPECIAL REVENUE FUNDS</u>		<u>CAPITAL PROJECTS FUNDS</u>	
	<u>Grant Funds</u>	<u>Traffic Safety</u>	<u>Capital Improvement</u>	<u>Street Light Installation</u>
REVENUES				
Taxes and assessments				
Licenses and permits			\$26,674	
Use of money and property			3,667	\$763
Intergovernmental	\$822,723			
Charges for current services	27,500	\$33,312		2,657
Other	27,567			
	<u>877,790</u>	<u>33,312</u>	<u>30,341</u>	<u>3,420</u>
EXPENDITURES				
Current:				
General government				
Public safety	258,272	14,885		
Public ways and facilities/transportation			65,932	
Parks and recreation	566,526			
Community development	525			
Capital outlay	28,066		16,400	
	<u>853,389</u>	<u>14,885</u>	<u>82,332</u>	
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>24,401</u>	<u>18,427</u>	<u>(51,991)</u>	<u>3,420</u>
OTHER FINANCING SOURCES (USES)				
Contributions from private purpose trust				
Proceeds from sale of property				
Transfers in	224,484		103,747	
Transfers (out)	(124,056)			
	<u>100,428</u>		<u>103,747</u>	
NET CHANGE IN FUND BALANCES	124,829	18,427	51,756	3,420
BEGINNING FUND BALANCES (DEFICITS)	<u>367,479</u>	<u>38,239</u>	<u>605,806</u>	<u>143,301</u>
ENDING FUND BALANCES (DEFICITS)	<u>\$492,308</u>	<u>\$56,666</u>	<u>\$657,562</u>	<u>\$146,721</u>

CAPITAL PROJECTS FUNDS

	<u>Downtown Improvement Project</u>	<u>North Turlock Master Plan</u>	<u>North East Turlock Master Plan</u>	<u>Turlock Regional Industrial Park</u>
REVENUES				
Taxes and assessments				
Licenses and permits				
Use of money and property		(\$2,988)	(\$4,620)	\$2,778
Intergovernmental				
Charges for current services			54,000	260,626
Other				
Total Revenues	(2,988)	49,380	263,404	263,404
EXPENDITURES				
Current:				
General government				
Public safety				
Public ways and facilities/transportation		376	3,688	2,189
Parks and recreation				
Community development	\$16			
Capital outlay			2,274	
Total Expenditures	16	376	5,962	2,189
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				
	(16)	(3,364)	43,418	261,215
OTHER FINANCING SOURCES (USES)				
Contributions from private purpose trust				
Proceeds from sale of property				
Transfers in				
Transfers (out)				
Total Other Financing Sources (Uses)				
NET CHANGE IN FUND BALANCES	(16)	(3,364)	43,418	261,215
BEGINNING FUND BALANCES (DEFICITS)	241,022	2,226,948	3,553,815	462,080
ENDING FUND BALANCES (DEFICITS)	\$241,006	\$2,223,584	\$3,597,233	\$723,295

(Continued)

CITY OF TURLOCK
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2021

CAPITAL PROJECTS FUNDS

	<u>East Tuolumne Master Plan</u>	<u>Airport</u>	<u>Total Nonmajor Funds</u>
REVENUES			
Taxes and assessments			\$4,544,449
Licenses and permits			27,106
Use of money and property			15,049
Intergovernmental		\$10,000	2,034,556
Charges for current services	\$50,927		1,468,898
Other			2,595,513
	<u>50,927</u>	<u>10,000</u>	<u>10,685,571</u>
EXPENDITURES			
Current:			
General government			233,952
Public safety			699,296
Public ways and facilities/transportation		11	2,522,702
Parks and recreation			1,355,253
Community development			3,017,330
Capital outlay			340,468
	<u>50,927</u>	<u>11</u>	<u>8,169,001</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>50,927</u>	<u>9,989</u>	<u>2,516,570</u>
OTHER FINANCING SOURCES (USES)			
Contributions from private purpose trust			10,000
Proceeds from sale of property			556,817
Transfers in			1,854,126
Transfers (out)		(10,000)	(1,244,094)
	<u>50,927</u>	<u>(10,000)</u>	<u>1,176,849</u>
NET CHANGE IN FUND BALANCES	50,927	(11)	3,693,419
BEGINNING FUND BALANCES (DEFICITS)	<u>(162,155)</u>	<u>57,728</u>	<u>39,120,455</u>
ENDING FUND BALANCES (DEFICITS)	<u><u>(\$111,228)</u></u>	<u><u>\$57,717</u></u>	<u><u>\$42,813,874</u></u>

INTERNAL SERVICE FUNDS

Internal Service Funds are used to finance and account for services or activities performed by one City department for the benefit of other City departments on a cost reimbursement basis.

The concept of major funds generally accepted accounting principles does not apply to Internal Service Funds because, in general, they do not do business with outside parties. Generally accepted accounting principles require that for the Statement of Activities, the net revenues or expenses of each internal service fund be eliminated by netting them against the operations of the City department(s) which benefit(s) from the services the internal service fund provides. The balance sheet items are consolidated with the Governmental Funds in the Statement of Net Position.

The activities of Internal Service funds continue to be presented separately in the Fund Financial Statements.

Equipment Pool

This fund accounts for repair and maintenance activities for all City vehicles and large equipment as well as monies set aside for the replacement of vehicles used by City departments.

Self Insurance

The Self Insurance fund accounts for the activities of the City's risk management and workers' compensation, property/liability and health (medical, dental and vision) insurance programs.

Information Technology

This fund accounts for the costs incurred to maintain and enhance the City's information technology systems.

Engineering

The Engineering fund accounts for the cost of in-house Engineering services provided both to City departments involved in capital projects as well as to the development community external to City operations. The cost of services to the development community is recovered through various permitting processes.

CITY OF TURLOCK
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF NET POSITION
JUNE 30, 2021

	Equipment Pool	Self Insurance	Information Technology	Engineering	Total
ASSETS					
Current Assets:					
Cash and investments	\$2,893,235	\$9,616,860	\$643,255		\$13,153,350
Accounts receivable	32,109	607,161		\$300	639,570
Interest receivable	1,376	12,409			13,785
Due from other funds	2,237,727				2,237,727
Total Current Assets	<u>5,164,447</u>	<u>10,236,430</u>	<u>643,255</u>	<u>300</u>	<u>16,044,432</u>
Noncurrent Assets:					
Capital assets not being depreciated					
Capital assets being depreciated	3,972,699			710,614	4,683,313
Total Non-Current Assets	<u>3,972,699</u>			<u>710,614</u>	<u>4,683,313</u>
Total Assets	<u>9,137,146</u>	<u>10,236,430</u>	<u>643,255</u>	<u>710,914</u>	<u>20,727,745</u>
DEFERRED OUTFLOWS OF RESOURCES					
Deferred outflows related to pensions	157,427		355,066	530,888	1,043,381
Deferred outflows related to OPEB	26,515		55,218	81,312	163,045
Total Deferred Outflows of Resources	<u>183,942</u>		<u>410,284</u>	<u>612,200</u>	<u>1,206,426</u>
LIABILITIES					
Current Liabilities:					
Accounts payable	89,712	437,319	22,320	8,279	557,630
Payroll payable	7,040		17,708	28,135	52,883
Due to other funds				2,126,499	2,126,499
Compensated absences	5,664		22,817	25,376	53,857
Total Current Liabilities	<u>102,416</u>	<u>437,319</u>	<u>62,845</u>	<u>2,188,289</u>	<u>2,790,869</u>
Long-term Liabilities:					
Estimated claims liability		2,497,192			2,497,192
Compensated absences	22,658		91,266	101,506	215,430
Total OPEB Liability	155,598		324,043	477,179	956,820
Net pension liabilities	1,001,004		2,257,696	3,375,663	6,634,363
Total Long-Term Liabilities	<u>1,179,260</u>	<u>2,497,192</u>	<u>2,673,005</u>	<u>3,954,348</u>	<u>10,303,805</u>
Total Liabilities	<u>1,281,676</u>	<u>2,934,511</u>	<u>2,735,850</u>	<u>6,142,637</u>	<u>13,094,674</u>
DEFERRED INFLOWS OF RESOURCES					
Deferred inflows related to pensions					
Deferred inflows related to OPEB	106,457		221,704	326,475	654,636
Total Deferred Outflows of Resources	<u>106,457</u>		<u>221,704</u>	<u>326,475</u>	<u>654,636</u>
NET POSITION (DEFICIT)					
Net investment in capital assets	3,972,699			710,614	4,683,313
Unrestricted	3,960,256	7,301,919	(1,904,015)	(5,856,612)	3,501,548
Total Net Position (Deficit)	<u>\$7,932,955</u>	<u>\$7,301,919</u>	<u>(\$1,904,015)</u>	<u>(\$5,145,998)</u>	<u>\$8,184,861</u>

CITY OF TURLOCK
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN FUND NET POSITION
FOR THE YEAR ENDED JUNE 30, 2021

	Equipment Pool	Self Insurance	Information Technology	Engineering	Total
OPERATING REVENUES					
Charges for services	\$637,864	\$8,590,385	\$1,483,018	\$2,421,259	\$13,132,526
Refunds & other income	99,331	1,217,957		16,159	1,333,447
Total Operating Revenues	737,195	9,808,342	1,483,018	2,437,418	14,465,973
OPERATING EXPENSES					
Salaries, benefits and insurance	660,869	8,008,137	1,072,498	1,489,326	11,230,830
Contractual	45,633	29,226	174,866	143,854	393,579
Supplies and maintenance	20,045		5,905	36,198	62,148
Utilities	27,792		26,519	21,359	75,670
Fleet expense	22,557		2,464	14,040	39,061
Depreciation and amortization	879,822			55,015	934,837
Other expenses	5,227	3,248	24,178	12,513	45,166
Total Operating Expenses	1,661,945	8,040,611	1,306,430	1,772,305	12,781,291
Total Operating Income (Loss)	(924,750)	1,767,731	176,588	665,113	1,684,682
NONOPERATING REVENUES (EXPENSES)					
Interest income	5,678	(4,522)			1,156
Gain (loss) on disposal of capital assets	13,707			300	14,007
Total Nonoperating Revenues (Expenses)	19,385	(4,522)		300	15,163
Income (Loss) Before Contributions and Transfers	(905,365)	1,763,209	176,588	665,413	1,699,845
Transfers in	509,416			19,383	528,799
Transfers (out)	(8,585)		(19,851)	(125,363)	(153,799)
Change in Net Position	(404,534)	1,763,209	156,737	559,433	2,074,845
NET POSITION-BEGINNING (DEFICIT)	8,337,489	5,538,710	(2,060,752)	(5,705,431)	6,110,016
ENDING NET POSITION (DEFICIT)	\$7,932,955	\$7,301,919	(\$1,904,015)	(\$5,145,998)	\$8,184,861

CITY OF TURLOCK
INTERNAL SERVICE FUNDS
COMBINING STATEMENTS OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2021

	Equipment Pool	Self Insurance	Information Technology	Engineering	Total
CASH FLOWS FROM OPERATING ACTIVITIES					
Receipts from customers	\$610,668	\$8,201,179	\$1,483,018	\$2,420,959	\$12,715,824
Payments to suppliers	(46,572)	(55,157)	(213,228)	(225,849)	(540,806)
Payments to employees	(536,543)	(8,302,814)	(1,027,536)	(1,684,954)	(11,551,847)
Other	99,331	1,217,957		16,159	1,333,447
Cash Flows from (used by) Operating Activities	<u>126,884</u>	<u>1,061,165</u>	<u>242,254</u>	<u>526,315</u>	<u>1,956,618</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Interfund receipts (payments)	683,438			(420,635)	262,803
Transfers in	509,416			19,383	528,799
Transfers (out)	(8,585)		(19,851)	(125,363)	(153,799)
Cash Flows from Noncapital Financing Activities	<u>1,184,269</u>		<u>(19,851)</u>	<u>(526,615)</u>	<u>637,803</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Acquisition of capital assets	(568,188)				(568,188)
Proceeds from sale of capital assets	37,225			300	37,525
Cash Flows from (used by) Capital and Related Financing Activities	<u>(530,963)</u>			<u>300</u>	<u>(530,663)</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest earnings	6,593	(838)			5,755
Cash Flows from Investing Activities	<u>6,593</u>	<u>(838)</u>			<u>5,755</u>
Net Cash Flows	786,783	1,060,327	222,403		2,069,513
Cash and investments at beginning of period	<u>2,106,452</u>	<u>8,556,533</u>	<u>420,852</u>		<u>11,083,837</u>
Cash and investments at end of period	<u>\$2,893,235</u>	<u>\$9,616,860</u>	<u>\$643,255</u>		<u>\$13,153,350</u>
Reconciliation of operating income (loss) to net cash flows from operating activities:					
Operating income (loss)	(\$924,750)	\$1,767,731	\$176,588	\$665,113	\$1,684,682
Adjustments to reconcile operating income to net cash flows from operating activities:					
Depreciation	879,822			55,015	934,837
Change in assets and liabilities:					
Accounts receivable	(27,196)	(389,206)		(300)	(416,702)
Accounts payable	74,682	(294,677)	20,704	2,115	(197,176)
Payroll payable	(909)		293	(2,915)	(3,531)
Compensated absences	(2,796)		10,055	(10,708)	(3,449)
Claims liability		(22,683)			(22,683)
Deferred outflows/inflows and total OPEB liability	26,176		(1,803)	(62,054)	(37,681)
Deferred outflows/inflows and net pension liability	101,855		36,417	(119,951)	18,321
Cash Flows from (used by) Operating Activities	<u>\$126,884</u>	<u>\$1,061,165</u>	<u>\$242,254</u>	<u>\$526,315</u>	<u>\$1,956,618</u>
NONCASH TRANSACTIONS:					
Retirement of capital assets	(\$23,518)				(\$23,518)
Total Noncash Capital and Related Financing Activities	<u>(\$23,518)</u>				<u>(\$23,518)</u>

CUSTODIAL FUNDS

Custodial funds are used to account for assets held by the City as an agent for individuals, private organizations, and other governments. The financial activities of these funds are excluded from the Government-wide Financial Statements, but are presented in a separate Fiduciary Fund Financial Statement. For the City of Turlock, the following agent activities are accounted for within the Custodial Funds:

Turlock Community Facilities District (CFD) #1 – Northwest Triangle Mello Roos Assessment District – This district was established as a funding mechanism to partially pay for the infrastructure improvements installed in the Monte Vista Crossings shopping area. These improvements were in part funded with the proceeds of a bond issuance which is being retired through annual assessments to the owners of the parcels within the District's boundaries.

Turlock Downtown Property and Business Improvement District (PBID) #2 – This is a successor District to one originally established to fund maintenance efforts in downtown Turlock. The current district was established in June 2003 via a vote of the affected property owners. The District has a ten year life and through annual assessments funds prescribed maintenance efforts within the District's boundaries as well as promotional activities for the downtown area.

CITY OF TURLOCK
CUSTODIAL FUNDS
COMBINING STATEMENT OF FIDUCIARY NET POSITION
JUNE 30, 2021

	<u>Northwest Triangle Mello Roos Assessments</u>	<u>Property & Business Improvement District #2</u>	<u>Total</u>
ASSETS			
Current Assets:			
Cash and investments	\$266,054	\$84,904	\$350,958
Restricted cash and investments with fiscal agent	103,798		103,798
Accounts receivable	64,406	12,516	76,922
Interest receivable	327		327
Total Assets	<u>434,585</u>	<u>97,420</u>	<u>532,005</u>
LIABILITIES			
Current Liabilities:			
Accounts payable		49,680	49,680
Total Liabilities		<u>49,680</u>	<u>49,680</u>
NET POSITION			
Restricted for:			
Other organizations	<u>434,585</u>	<u>47,740</u>	<u>482,325</u>
Total Net Position	<u><u>\$434,585</u></u>	<u><u>\$47,740</u></u>	<u><u>\$482,325</u></u>

CITY OF TURLOCK
CUSTODIAL FUNDS
COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED JUNE 30, 2021

	Northwest Triangle Mello Roos Assessments	Property & Business Improvement District #2	Total
ADDITIONS:			
Assessments	\$290,896	\$157,149	\$448,045
Investment income	2,027		2,027
Total Contributions	<u>292,923</u>	<u>157,149</u>	<u>450,072</u>
DEDUCTIONS:			
Administration expense	31,610		31,610
Recipient payments	230,000	150,660	380,660
Interest and fiscal agent expenses	28,760		28,760
Total Operating Expenses	<u>290,370</u>	<u>150,660</u>	<u>441,030</u>
Change in Net Position	2,553	6,489	9,042
NET POSITION-BEGINNING, AS RESTATED	<u>432,032</u>	<u>41,251</u>	<u>473,283</u>
ENDING NET POSITION	<u><u>\$434,585</u></u>	<u><u>\$47,740</u></u>	<u><u>\$482,325</u></u>

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**INDEPENDENT ACCOUNTANT'S REPORT ON
APPLYING AGREED UPON PROCEDURES FOR
COMPLIANCE WITH THE PROPOSITION 111
2020-2021 APPROPRIATIONS LIMIT INCREMENT**

Honorable Mayor and Members of the City Council
City of Turlock, California

We have performed the procedures enumerated below on the Appropriations Limit Worksheet (Worksheet) of the City of Turlock, California, for the year ended June 30, 2021. The City's management is responsible for the Worksheet.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of these procedures, which were suggested by the League of California Cities and presented in their Article XIII B Appropriations Limitation Uniform Guidelines, were performed solely to assist you in meeting the requirements of Section 1.5 of Article XIII B of the California Constitution. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings were as follows:

- A. We obtained the Worksheet (Exhibit A to the Resolution) and determined that the 2020-2021 Appropriations Limit of \$63,456,359 and annual adjustment factors were adopted by Resolution of the City Council. We also determined that the population and inflation options were selected by a recorded vote of the City Council.
- B. We recomputed the 2020-2021 Appropriations Limit by multiplying the 2019-2020 Prior Year Appropriations Limit by the Total Growth Factor. We recomputed the Total Growth Factor by multiplying the population option by the inflation option.
- C. For the Worksheet, we agreed the Per Capita Income Factor and County Population Factor to California State Department of Finance Worksheets. The Worksheet did not include the City Population Factor.

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the Worksheet. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of management and the City Council and is not intended to be and should not be used by anyone other than those specified parties; however, this restriction is not intended to limit the distribution of this report, which is a matter of public record.



Pleasant Hill, California
June 6, 2023



TURLOCK PUBLIC FINANCING AUTHORITY
COMPONENT UNIT BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

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**TURLOCK PUBLIC FINANCING AUTHORITY
BASIC FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2021**

Table of Contents

	<u>Page</u>
<i>Independent Auditor's Report</i>	1
<i>Component Unit Basic Financial Statements:</i>	
Authority-wide Financial Statements:	
Statement of Net Position.....	4
Statement of Activities.....	5
Proprietary Fund Financial Statements:	
Statement of Net Position.....	8
Statement of Revenues, Expenses and Changes in Fund Net Position	9
Statement of Cash Flows.....	10
Notes to Component Unit Basic Financial Statements.....	11

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Members of the Board of Directors of the
Turlock Public Financing Authority, California

Report on Financial Statements

We have audited the accompanying financial statements of the business-type activities and each major fund of the Turlock Public Financing Authority (Authority), a component unit of the City of Turlock, California (City), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Authority's component unit basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Authority's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.



Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and each major fund of the Authority as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of a Matter

As discussed in Note 1, the component unit financial statements present only the Authority and are not intended to present fairly the financial position and the results of operations of the City of Turlock in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

The Authority has omitted the Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 6, 2023 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Pleasant Hill, California
June 6, 2023

TURLOCK PUBLIC FINANCING AUTHORITY

**STATEMENT OF NET POSITION
AND STATEMENT OF ACTIVITIES**

The Statement of Net Position and the Statement of Activities summarize the Authority's entire financial activities and financial position. They are prepared on the same basis as is used by most businesses, which means they include all the Authority's assets, all its deferred inflows/outflows of resources and all its liabilities, as well as all its revenues and expenses.

The Statement of Net Position reports the difference between the Authority's total assets and deferred outflows of resources and the Authority's total liabilities and deferred inflows of resources, including all the Authority's long-term debt. The Statement of Net Position summarizes the financial position of all the Authority's activities in a single column.

The Statement of Activities reports increases and decreases in the Authority's net position. It is also prepared on the full accrual basis, which means it includes all the Authority's revenues and all its expenses, regardless of when cash changes hands.

TURLOCK PUBLIC FINANCING AUTHORITY
STATEMENT OF NET POSITION
JUNE 30, 2021

	Business-Type Activities
ASSETS	
Investments with fiscal agent (Note 2)	\$34,095
Interest receivable	2,274,929
Leases receivable (Note 3)	179,804,216
Total Assets	182,113,240
LIABILITIES	
Interest payable	2,274,929
Long-term debt (Note 4):	
Due within one year	3,300,000
Due in more than one year	176,538,311
Total Liabilities	182,113,240
NET POSITION (Note 5):	
Restricted	_____
Total Net Position	_____

See accompanying notes to basic financial statements

TURLOCK PUBLIC FINANCING AUTHORITY
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>	<u>Net (Expense) Revenue and Changes in Net Position</u>	
		<u>Charges for Services</u>	<u>Business-type Activities</u>	<u>Total</u>
Business-type Activities:				
Sewer	\$1,268,123	\$1,268,120	(\$3)	(\$3)
Water	<u>3,885,407</u>	<u>3,885,404</u>	<u>(3)</u>	<u>(3)</u>
Total	<u>\$5,153,530</u>	<u>\$5,153,524</u>	<u>(6)</u>	<u>(6)</u>
General revenues:				
Interest income			<u>6</u>	<u>6</u>
Total general revenues			<u>6</u>	<u>6</u>
Change in Net Position				
Net Position-Beginning			<u> </u>	<u> </u>
Net Position-Ending			<u> </u>	<u> </u>

See accompanying notes to basic financial statements

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TURLOCK PUBLIC FINANCING AUTHORITY

FUND FINANCIAL STATEMENTS

Major funds are defined generally as having significant activities or balances in the current year. All of the Authority's funds are major funds.

TURLOCK PUBLIC FINANCING AUTHORITY
 PROPRIETARY FUNDS
 STATEMENT OF NET POSITION
 JUNE 30, 2021

	2012 <u>Sewer Bonds</u>	2017 <u>Water Bonds</u>	2020 <u>Water Bonds</u>	<u>Total</u>
ASSETS				
Investments with fiscal agent (Note 2)	\$336	\$15,574	\$18,185	\$34,095
Interest receivable	416,013	288,916	1,570,000	2,274,929
Leases receivable (Note 3)	<u>37,013,075</u>	<u>21,982,518</u>	<u>120,808,623</u>	<u>179,804,216</u>
Total Assets	<u>37,429,424</u>	<u>22,287,008</u>	<u>122,396,808</u>	<u>182,113,240</u>
LIABILITIES				
Current liabilities:				
Interest payable	416,013	288,916	1,570,000	2,274,929
Bonds payable (Note 4)	<u>2,545,000</u>	<u>755,000</u>	<u>1,570,000</u>	<u>3,300,000</u>
Total current liabilities	<u>2,961,013</u>	<u>1,043,916</u>	<u>1,570,000</u>	<u>5,574,929</u>
Long-term liabilities:				
Bonds payable (Note 4)	<u>34,468,411</u>	<u>21,243,092</u>	<u>120,826,808</u>	<u>176,538,311</u>
Total Liabilities	<u>37,429,424</u>	<u>22,287,008</u>	<u>122,396,808</u>	<u>182,113,240</u>
NET POSITION (Note 5):				
Restricted	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Net Position	<u> </u>	<u> </u>	<u> </u>	<u> </u>

See accompanying notes to basic financial statements

TURLOCK PUBLIC FINANCING AUTHORITY
 PROPRIETARY FUNDS
 STATEMENT OF REVENUES, EXPENSES
 AND CHANGES IN FUND NET POSITION
 FOR THE YEAR ENDED JUNE 30, 2021

	2012 <u>Sewer Bonds</u>	2017 <u>Water Bonds</u>	2020 <u>Water Bonds</u>	<u>Total</u>
OPERATING REVENUES				
Lease revenue	<u>\$1,268,120</u>	<u>\$745,948</u>	<u>\$3,139,456</u>	<u>\$5,153,524</u>
Total Operating Revenues	<u>1,268,120</u>	<u>745,948</u>	<u>3,139,456</u>	<u>5,153,524</u>
OPERATING EXPENSES				
Interest expense	<u>1,268,123</u>	<u>745,950</u>	<u>3,139,457</u>	<u>5,153,530</u>
Total Operating Expenses	<u>1,268,123</u>	<u>745,950</u>	<u>3,139,457</u>	<u>5,153,530</u>
Operating Income (Loss)	<u>(3)</u>	<u>(2)</u>	<u>(1)</u>	<u>(6)</u>
NONOPERATING REVENUES (EXPENSES)				
Interest income	<u>3</u>	<u>2</u>	<u>1</u>	<u>6</u>
Net Nonoperating Revenues (Expenses)	<u>3</u>	<u>2</u>	<u>1</u>	<u>6</u>
Change in net position				
BEGINNING NET POSITION	<u> </u>	<u> </u>	<u> </u>	<u> </u>
ENDING NET POSITION	<u> </u>	<u> </u>	<u> </u>	<u> </u>

See accompanying notes to basic financial statements

TURLOCK PUBLIC FINANCING AUTHORITY
 PROPRIETARY FUNDS
 STATEMENT OF CASH FLOWS
 FOR THE YEAR ENDED JUNE 30, 2021

	2012 <u>Sewer Bonds</u>	2017 <u>Water Bonds</u>	2020 <u>Water Bonds</u>	<u>Total</u>
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from City of Turlock	\$3,929,681	\$1,634,688	\$1,036,833	\$6,601,202
Long-term debt payment - interest	<u>(1,479,775)</u>	<u>(914,688)</u>	<u>(1,569,457)</u>	<u>(3,963,920)</u>
Cash Flows from Operating Activities	<u>2,449,906</u>	<u>720,000</u>	<u>(532,624)</u>	<u>2,637,282</u>
CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES				
Issuance of long-term debt			117,750,000	117,750,000
Transfer to the City			(120,276,000)	(120,276,000)
Premium from issuance of debt			3,076,808	3,076,808
Long-term debt payment - principal	<u>(2,450,000)</u>	<u>(720,000)</u>		<u>(3,170,000)</u>
Cash Flows from Noncapital and Related Financing Activities	<u>(2,450,000)</u>	<u>(720,000)</u>	<u>550,808</u>	<u>(2,619,192)</u>
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest	<u>3</u>	<u>2</u>	<u>1</u>	<u>6</u>
Cash Flows from Investing Activities	<u>3</u>	<u>2</u>	<u>1</u>	<u>6</u>
Net Cash Flows	(91)	2	18,185	18,096
Cash and investments at beginning of period	<u>427</u>	<u>15,572</u>		<u>15,999</u>
Cash and investments at end of period	<u><u>\$336</u></u>	<u><u>\$15,574</u></u>	<u><u>\$18,185</u></u>	<u><u>\$34,095</u></u>
Reconciliation of Operating Income to Cash Flows from Operating Activities:				
Operating income	(\$3)	(\$2)	(\$1)	(\$6)
Amortization of bond premium	(183,157)	(156,901)		(340,058)
Issuance of long-term debt			120,276,000	120,276,000
Change in assets and liabilities:				
Interest receivable	28,495	11,837	(1,570,000)	(1,529,668)
Interest payable	(28,495)	(11,837)	1,570,000	1,529,668
Leases receivable	<u>2,633,066</u>	<u>876,903</u>	<u>(120,808,623)</u>	<u>(117,298,654)</u>
Cash Flows from Operating Activities	<u><u>\$2,449,906</u></u>	<u><u>\$720,000</u></u>	<u><u>(\$532,624)</u></u>	<u><u>\$2,637,282</u></u>
NONCASH TRANSACTIONS:				
Amortization of bond premium	<u><u>(\$183,157)</u></u>	<u><u>(\$156,901)</u></u>		<u><u>(\$340,058)</u></u>

See accompanying notes to basic financial statements

TURLOCK PUBLIC FINANCING AUTHORITY
NOTES TO COMPONENT UNIT BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Organization and Purpose

The Turlock Public Financing Authority is a separate government entity whose purpose is to assist with the financing or refinancing of certain public capital improvements within the City. The Authority has the power to purchase bonds issued by any local agency at public or negotiated sale and may sell such bonds to public or private purchasers at public or negotiated sale. The Authority is controlled by the City and has the same governing body as the City, which also performs all accounting and administrative functions for the Authority. The Turlock Public Financing Authority was created on December 15, 1998, pursuant to Article 1, Chapter 5, of Division 7 of Title 1 of the Government Code of the State of California as a Joint Powers Authority between the City and the former Turlock Redevelopment Agency.

The Authority is an integral part of the City and the accompanying financial statements are included as a component of the basic financial statements prepared by the City. A component unit is a separate governmental unit, agency, or nonprofit corporation which, when combined with all other component units, constitutes the reporting entity as defined in the City's basic financial statements.

The component unit financial statements present only the Authority and are not intended to present fairly the financial position and the results of operations of the City of Turlock in accordance with accounting principles generally accepted in the United States of America.

B. Basis of Presentation

The Authority's Basic Component Unit Financial Statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Governmental Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America.

These Standards require that the financial statements described below be presented.

Authority-wide Statements: The Statement of Net Position and the Statement of Activities include the financial activities of the overall Authority government. Eliminations have been made to minimize the double counting of internal activities.

The Statement of Activities presents a comparison between direct expenses and program revenues for each function of the Authority's governmental and business-type activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) charges paid by the recipients of goods or services offered by the programs, (b) grants and contributions that are restricted to meeting the operational needs of a particular program and (c) fees, grants and contributions that are restricted to financing the acquisition or construction of capital assets. Revenues that are not classified as program revenues, including interest income, are presented as general revenues.

The Authority-wide financial statements are reported using the economic resources measurement focus and the full accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

TURLOCK PUBLIC FINANCING AUTHORITY
NOTES TO COMPONENT UNIT BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Financial Statements: The fund financial statements provide information about the Authority's funds. Separate Statements for each proprietary fund are presented. The emphasis of fund financial statements is on major individual governmental and enterprise funds, each of which is displayed in a separate column. The Authority considers all its funds to be major funds.

Proprietary Fund Financial Statements - Proprietary fund financial statements include a Statement of Net Position, a Statement of Revenues, Expenses and Changes in Fund Net Position, and a Statement of Cash Flows. Proprietary funds are accounted for using the *economic resources* measurement focus and the full accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Changes in Fund Net Position presents increases (revenues) and decreases (expenses) in total net position.

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as non-operating revenues. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as non-operating expenses.

C. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Authority categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 inputs are inputs – other than quoted prices included within level 1 – that are observable for an asset or liability, either directly or indirectly.

Level 3 inputs are unobservable inputs for an asset or liability.

If the fair value of an asset or liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

D. Estimates and Assumptions

The preparation of financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

TURLOCK PUBLIC FINANCING AUTHORITY
NOTES TO COMPONENT UNIT BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 2 – INVESTMENTS HELD BY FISCAL AGENT

The Authority invests in individual investments and in investment pools. Individual investments are evidenced by specific identifiable pieces of paper called *securities instruments*, or by an electronic entry registering the owner in the records of the institution issuing the security, called the *book entry* system.

The Authority’s investments are carried at fair value, as required by generally accepted accounting principles. The Authority adjusts the carrying value of its investments to reflect their fair value at each fiscal year end, and it includes the effects of these adjustments in income for that fiscal year.

In accordance with generally accepted accounting principles, highly liquid market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. Market value is used as fair value for those securities for which market quotations are readily available.

A. Investments Authorized by Debt Agreements

In accordance with the Lease Revenue Bond Indentures of Trust, a Trustee holds the portion of Bond proceeds established as reserves for debt service on these Bonds. The California Government Code requires these funds to be invested in accordance with bond indentures or State statutes. The table below identifies the investment types and their minimum credit ratings that are authorized for investments held by trustee and certain provisions of these debt agreements. The bond indentures contain no limitations for the maximum investment in any one issuer or the maximum percentage of the portfolio that may be invested in any one investment type.

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum Percentage of Portfolio
U.S. Treasury Notes, Bonds and/or Bills	5 years	N/A	No maximum
U.S. Government Sponsored Securities	5 years	N/A	No maximum
State Obligations	N/A	A	No maximum
Pre-refunded Municipal Obligations	N/A	AAA	No maximum
Certificates of Deposit	30 days	A-1	No maximum
Bankers' Acceptances	30 days	A-1	No maximum
Commercial Paper	270 days	A-1+	No maximum
State Local Agency Investment Fund	N/A	N/A	LAIF Limits
Repurchase Agreements	270 days	A	No maximum
Guaranteed Investment Contracts	N/A	AA	No maximum
Money Market Funds	N/A	Aam or Aam-G Two highest rating	No maximum
Corporate Notes	N/A	categories	No maximum
Negotiable Certificates of Deposit	N/A	N/A	No maximum

TURLOCK PUBLIC FINANCING AUTHORITY NOTES TO COMPONENT UNIT BASIC FINANCIAL STATEMENTS For the Year Ended June 30, 2021

NOTE 2 – INVESTMENTS HELD BY FISCAL AGENT (Continued)
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B. Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates.

Information about the sensitivity of the fair values of the Authority’s investments to market interest rate fluctuations is provided by the following table that shows the distribution of the Authority’s investments by maturity:

Investment Type	12 Months or less
<i>Held by Fiscal Agent:</i>	
Money Market Mutual Funds (U.S. Securities)	\$34,095
	\$34,095

C. Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The actual rating as of June 30, 2021 for the Money Market Mutual Funds was AAAM as provided by Standard & Poor’s investment rating system. Money market mutual funds are available for withdrawal on demand and at June 30, 2021, have an average maturity of 27 days.

D. Fair Value Hierarchy

The Authority categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

The Authority’s investment in money market funds is measured at amortized cost as of June 30, 2021.

TURLOCK PUBLIC FINANCING AUTHORITY
NOTES TO COMPONENT UNIT BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 3 – LEASES RECEIVABLE FROM THE CITY OF TURLOCK

The Authority has recorded leases receivable in the amount of \$179,804,216 pursuant to the lease agreements between the Authority and the City in relation to the bonded indebtedness. The leases receivable along with investments held by fiscal agents secure the repayment of the different debt issues. The lease revenue is equal to the Authority's debt service requirements and is used for that purpose.

NOTE 4 – LONG TERM DEBT

A. Current Year Activity

Following is a summary of the Authority's long-term debt transactions during the fiscal year ended June 30, 2021:

	Original Issue Amount	Balance June 30, 2020	Additions	Retirements	Balance June 30, 2021	Current Portion	Due in More Than One Year
Business-type Activities Debt:							
Revenue Bonds:							
2012 Sewer	\$51,915,000	\$37,235,000		(\$2,450,000)	\$34,785,000	\$2,545,000	\$32,240,000
Add: Unamortized bond premium		2,411,568		(183,157)	2,228,411		2,228,411
2017 Water	22,405,000	20,090,000		(720,000)	19,370,000	755,000	18,615,000
Add: Unamortized bond premium		2,784,993		(156,901)	2,628,092		2,628,092
2020 Water Revenue Bond							
Anticipation Notes	117,750,000		\$117,750,000		117,750,000		117,750,000
Add: Unamortized bond premium			3,076,808		3,076,808		3,076,808
Total Business Type Activities	<u>\$192,070,000</u>	<u>\$62,521,561</u>	<u>\$120,826,808</u>	<u>(\$3,510,058)</u>	<u>\$179,838,311</u>	<u>\$3,300,000</u>	<u>\$176,538,311</u>

B. 2012 Sewer Revenue Bonds

On September 6, 2012, the Authority issued \$51,915,000 in Sewer Revenue Bonds, Series 2012. The proceeds of these Bonds, secured by revenue from the City's Wastewater Treatment operations as defined in the bond documents, were used to refund the Authority's outstanding 1999 and 2003A Sewer Revenue Bonds. The 1999 Sewer Revenue Bonds were refunded and repaid in their entirety on September 15, 2012. Funds to refund the 2003A Sewer Revenue Bonds were placed in escrow upon the closing of the 2012 Bond issuance and then the 2003A Bonds were called on September 15, 2013. No new project monies were included in this bond issuance. The 2012 Bonds carry coupons ranging from 2.00% - 5.00% and mature in September 2033. Events of default on the 2012 Bonds include failure to make any debt service payment by the due date or failure to perform the other agreements or covenants required in the Master Installment Purchase Agreement not cured within sixty days of notice to the Authority, which would accelerate repayment of the Bonds. The Authority can prepay the Bonds at any time by paying the prescribed prepayment premium as set forth in the Bond documents.

These bonds are secured on parity with three loan agreements the City has with the California State Water Resources Control Board (CSWRCB). The City entered into these agreements with the CSWRCB for State Revolving Fund project financing. Although the Authority is not a party to the agreements, these loans have equal rights to pledged revenues as the 2012 Bonds. At June 30, 2021, the total outstanding amount of these loan agreements was \$48,651,187.

TURLOCK PUBLIC FINANCING AUTHORITY
NOTES TO COMPONENT UNIT BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 4 – LONG TERM DEBT (Continued)

The annual debt service requirements are as follows:

For the Year Ending June 30	Principal	Interest	Total
2022	\$2,545,000	\$1,379,875	\$3,924,875
2023	2,655,000	1,275,875	3,930,875
2024	2,760,000	1,153,775	3,913,775
2025	2,905,000	1,012,150	3,917,150
2026	2,510,000	876,776	3,386,776
2027-2031	13,625,000	2,784,588	16,409,588
2032-2034	7,785,000	475,500	8,260,500
Total	<u>\$34,785,000</u>	<u>\$8,958,539</u>	<u>\$43,743,539</u>

C. 2017 Water Revenue Refunding Bonds

In June 2017, the Authority issued \$22,405,000 in Water Revenue Bonds Series 2017 to finance improvements to the Water System, to advance refund the series 2008 Water Revenue Bonds and to pay costs of issuance of the 2017 Bonds. The defeased 2008 Bonds were called on April 30, 2018. The 2017 Bonds, which carry coupon interest rates ranging from 4.00% - 5.25%, have semi-annual principal and interest payments on the first of March through March 2038. Events of default on the 2017 Bonds include failure to make any debt service payment by the due date or failure to perform the other agreements or covenants required in the Master Installment Purchase Agreement (MIPA) between the Authority and the City not cured within sixty days of notice to the City, which would accelerate repayment of the Bonds. The Authority can prepay the Bonds at any time by paying the prescribed prepayment premium as set forth in the Bond documents.

The annual debt service requirements are as follows:

For the Year Ending June 30	Principal	Interest	Total
2022	\$755,000	\$878,688	\$1,633,688
2023	795,000	840,938	1,635,938
2024	835,000	801,187	1,636,187
2025	880,000	759,437	1,639,437
2026	920,000	715,437	1,635,437
2027-2031	5,360,000	2,829,524	8,189,524
2032-2036	6,740,000	1,446,800	8,186,800
2037-2038	3,085,000	186,400	3,271,400
Total	<u>\$19,370,000</u>	<u>\$8,458,411</u>	<u>\$27,828,411</u>

TURLOCK PUBLIC FINANCING AUTHORITY
NOTES TO COMPONENT UNIT BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 4 – LONG TERM DEBT (Continued)

D. 2020 Water Revenue Bond Anticipation Notes

On November 18, 2020, the Authority, issued Water Revenue Bond Anticipation Notes (Notes) in the amount of \$117,750,000. The proceeds are being used as interim financing to pay a portion of the costs of construction of a water treatment and conveyance project known as the Regional Surface Water Supply Project (RSWSP). The RSWSP is a regional project of the Stanislaus Regional Water Authority (SRWA) whose participants include the City of Turlock, the City of Ceres, and Turlock Irrigation District (See Note 12D) of the City’s Basic Financial Statements. The total project is estimated to cost \$267 million of which the City of Turlock is responsible for approximately \$180 million. A portion of the costs are expected to be paid with grant funds. The primary funding source for the project will be a State Revolving Fund (SRF) loan. The SRF loan will bear interest at 1.2% annually and the principal repayment of the loan will commence one year after completion of the project. If the SRF loan is not successfully executed, the City or the SRWA would need to consider other financing options, such as publicly-issued Water Revenue Bonds to pay off the Notes. The Bond Anticipation Notes were structured with a single maturity due on March 1, 2027, with interest payable every March 1 and September 1 beginning on March 1, 2021. To facilitate transition to the SRF Loan as the funds become available, the Notes are subject to redemption at the option of the Authority, in whole or in part, on or after September 1, 2021.

The annual debt service requirements are as follows:

For the Year Ending June 30	Principal	Interest	Total
2022		\$4,710,000	\$4,710,000
2023		4,710,000	4,710,000
2024		4,710,000	4,710,000
2025		4,710,000	4,710,000
2026		4,710,000	4,710,000
2027	\$117,750,000	4,710,000	122,460,000
Total	\$117,750,000	\$28,260,000	\$146,010,000

E. Bond Issuance Costs, Original Issue Discounts and Premiums and Deferred Charge on Refunding

For proprietary fund types, bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Any differences between proprietary refunded debt and the debt issued to refund it, called a gain or loss on refunding, is amortized over the remaining life of either the refunded debt or the refunding debt, whichever is shorter. The gain or loss on refunding is reported as a deferred inflow or outflow of resources, as applicable. Bond issuance costs, other than prepaid insurance, are expensed in the year incurred.

TURLOCK PUBLIC FINANCING AUTHORITY
NOTES TO COMPONENT UNIT BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2021

NOTE 5 – NET POSITION

Net Position is measured on the full accrual basis and is the excess of all assets and deferred outflows of resources over all liabilities and deferred inflows of resources. Net Position is divided into two captions. These captions apply only to Net Position, which is determined only for proprietary funds and at the Authority-wide level, and are described below:

Restricted for Debt Service – This amount represents funds required by bond covenants to be held by the Authority’s third party trustee for future debt service payments.

Restricted for Capital Projects – This amount represents the unexpended portion of debt which was issued to finance capital improvement projects.



CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
FOR THE YEARS ENDED
JUNE 30, 2021 AND 2020

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**CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020**

Table of Contents

	<u>Page</u>
Independent Auditor’s Report	1
 Basic Financial Statements	
 Streets Special Revenue Fund	
Comparative Balance Sheets	4
Comparative Statements of Revenues, Expenditures and Changes in Fund Balance	5
Statements of Revenues Expenditures and Changes in Fund Balance – Budget and Actual	6
 Transportation Enterprise Fund	
Comparative Statements of Net Position.....	8
Comparative Statements of Revenues, Expenses and Changes in Fund Net Position	9
Comparative Statements of Cash Flows.....	10
Notes to Financial Statements.....	11
 Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance with the Transportation Development Act and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	 23
 Independent Auditor’s Report on Compliance for TDA Program Funds and on Internal Control over Compliance in Accordance with Section 6666 and 6667 of the Rules and Regulations of the California Administrative Code in the Transportation Development Act Statutes and Administrative Code for 1987 and the Allocation Instructions and Resolutions of the Stanislaus Council of Governments.....	 25

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Members of the City Council,
of the City of Turlock
Turlock, California

Report on Financial Statements

We have audited the accompanying financial statements of the Transportation Development Act Funds (TDA Funds) which are included in the Streets Special Revenue Fund and the Transportation Enterprise Fund of the City of Turlock (City), California, as of and for the years ended June 30, 2021 and 2020, and the related notes to the financial statements, which collectively comprise the TDA Funds' basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the TDA Funds' preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the TDA Funds' internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.



Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the TDA Funds as of June 30, 2021 and 2020, and the respective changes in financial position and, where applicable, cash flows thereof, for the years then ended in accordance with accounting principles generally accepted in the United States of America.

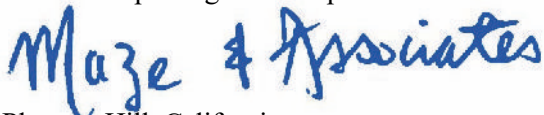
Emphasis of Matter

As discussed in Note 1, the financial statements present only the TDA Funds and do not purport to, and do not present fairly the financial position of the City as of June 30, 2021 and 2020, the changes in its financial position, or, where applicable, its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

The emphasis of this matter does not constitute a modification to our opinions.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 24, 2022 on our consideration of the TDA Funds' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the TDA Funds' internal control over financial reporting and compliance.



Pleasant Hill, California
May 24, 2022

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CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
GOVERNMENTAL FUND - STREETS SPECIAL REVENUE FUND
COMPARATIVE BALANCE SHEETS
JUNE 30, 2021 AND 2020

	2021	2020
ASSETS		
Cash and investments (Note 2)	\$447,746	\$237,898
Total Assets	\$447,746	\$237,898
 LIABILITIES		
Accounts and salaries payable	\$54,514	\$38,099
Deposits payable	52	148
Unearned revenue (Note 4)	21,811	21,811
Total Liabilities	76,377	60,058
 FUND BALANCES (Note 5)		
Restricted	371,369	177,840
Total Fund Balance	371,369	177,840
Total Liabilities and Fund Balance	\$447,746	\$237,898

See accompanying notes to financial statements

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
GOVERNMENTAL FUND - STREETS SPECIAL REVENUE FUND
COMPARATIVE STATEMENTS OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	2021	2020
REVENUES		
Charges for services	\$68,351	\$56,162
Interest income and other revenues		211
	68,351	56,373
EXPENDITURES		
Public ways and facilities / transportation	554,822	529,739
	554,822	529,739
Excess (Deficiency) of Revenues Over Expenditures	(486,471)	(473,366)
OTHER FINANCING SOURCES (USES)		
Transfers in from City's Streets Special Revenue Fund	735,000	700,000
Transfers (out) to City's Streets Special Revenue Fund	(55,000)	(50,000)
	680,000	650,000
Net Change in Fund Balance	193,529	176,634
Fund Balance, Beginning of Year	177,840	1,206
Fund Balance, End of Year	\$371,369	\$177,840

See accompanying notes to financial statements

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
GOVERNMENTAL FUND - STREETS SPECIAL REVENUE FUND
STATEMENTS OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2021

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
REVENUES:				
Charges for services	<u>\$22,150</u>	<u>\$22,150</u>	<u>\$68,351</u>	<u>\$46,201</u>
Total Revenues	<u>22,150</u>	<u>22,150</u>	<u>68,351</u>	<u>46,201</u>
EXPENDITURES:				
Public ways and facilities / transportation	<u>770,700</u>	<u>770,700</u>	<u>554,822</u>	<u>215,878</u>
Total Expenditures	<u>770,700</u>	<u>770,700</u>	<u>554,822</u>	<u>215,878</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(748,550)</u>	<u>(748,550)</u>	<u>(486,471)</u>	<u>262,079</u>
OTHER FINANCING SOURCES (USES):				
Transfers in from City's Streets Special Revenue Fund	<u>735,000</u>	<u>735,000</u>	<u>735,000</u>	
Transfers out to City's Streets Special Revenue Fund		<u>(55,000)</u>	<u>(55,000)</u>	
Total Other Financing Sources (Uses)	<u>735,000</u>	<u>680,000</u>	<u>680,000</u>	
Net Change in Fund Balance	<u><u>(\$13,550)</u></u>	<u><u>(\$68,550)</u></u>	<u>193,529</u>	<u><u>\$262,079</u></u>
Fund Balance (Deficit), Beginning of Year			<u>177,840</u>	
Fund Balance, End of Year			<u><u>\$371,369</u></u>	

See accompanying notes to financial statements

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
GOVERNMENTAL FUND - STREETS SPECIAL REVENUE FUND
STATEMENTS OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2020

	<u>Budgeted Amounts</u>		<u>Actual</u>	Variance with Final Budget Positive (Negative)
	<u>Original</u>	<u>Final</u>		
REVENUES:				
Intergovernmental revenues	\$50,000	\$50,000		(\$50,000)
Charges for services	28,800	28,800	\$56,162	27,362
Interest income and other revenues	100	100	211	111
	<u>78,900</u>	<u>78,900</u>	<u>56,373</u>	<u>(22,527)</u>
EXPENDITURES:				
Public ways and facilities / transportation	798,475	797,955	529,739	268,216
	<u>798,475</u>	<u>797,955</u>	<u>529,739</u>	<u>268,216</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(719,575)</u>	<u>(719,055)</u>	<u>(473,366)</u>	<u>245,689</u>
OTHER FINANCING SOURCES (USES):				
Transfers in from City's Streets Special Revenue Fund	700,000	700,000	700,000	
Transfers (out) to City's Streets Special Revenue Fund		(50,000)	(50,000)	
	<u>700,000</u>	<u>650,000</u>	<u>650,000</u>	
Tot Total Other Financing Sources (Uses)	<u>700,000</u>	<u>650,000</u>	<u>650,000</u>	
Net Change in Fund Balance	<u>(\$19,575)</u>	<u>(\$69,055)</u>	176,634	<u>\$245,689</u>
Fund Balance (Deficit), Beginning of Year			<u>1,206</u>	
Fund Balance, End of Year			<u>\$177,840</u>	

See accompanying notes to financial statements

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
TRANSPORTATION ENTERPRISE FUND
COMPARATIVE STATEMENTS OF NET POSITION
JUNE 30, 2021 AND 2020

	2021	2020
ASSETS		
Current assets:		
Cash and investments (Note 2)	\$2,218,306	\$1,400,763
Accounts receivable, grants	2,699,646	1,846,268
Accounts receivable, other	3,216	8,665
Interest receivable	2,710	2,701
Total current assets	4,923,878	3,258,397
Noncurrent assets:		
Capital assets (Note 3):		
Nondepreciable	3,948,369	5,050,671
Depreciable, net	16,521,546	15,207,493
Total noncurrent assets	20,469,915	20,258,164
Total Assets	25,393,793	23,516,561
DEFERRED OUTFLOWS OF RESOURCES		
Deferred outflows related to pensions (Note 9)	229,311	167,389
Deferred outflows related to OPEB (Note 10)	34,347	31,753
Total Deferred Outflows of Resources	263,658	199,142
LIABILITIES		
Current liabilities:		
Accounts payable and accruals	282,549	436,125
Salaries payable	9,667	12,334
Unearned revenue (Note 4)	3,836,269	1,985,492
Compensated absences - due in one year	9,093	14,904
Total current liabilities	4,137,578	2,448,855
Long-term liabilities		
Compensated absences	36,372	59,616
Total OPEB liability (Note 10)	201,562	170,343
Net pension liability (Note 9)	1,458,078	1,241,042
Total long-term liabilities	1,696,012	1,471,001
Total Liabilities	5,833,590	3,919,856
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows related to pensions (Note 9)		24,035
Deferred inflows related to OPEB (Note 10)	137,906	137,935
Total Deferred Inflows of Resources	137,906	161,970
NET POSITION (Note 5)		
Net investment in capital assets	20,469,915	20,258,164
Unrestricted	(783,960)	(624,287)
Total Net Position	\$19,685,955	\$19,633,877

See accompanying notes to financial statements

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
TRANSPORTATION ENTERPRISE FUND
COMPARATIVE STATEMENTS OF REVENUES, EXPENSES,
AND CHANGES IN FUND NET POSITION
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	2021	2020
OPERATING REVENUES		
Charges for services	\$91,264	\$228,999
Other income	22	360
	<u>91,286</u>	<u>229,359</u>
Total operating revenues		
OPERATING EXPENSES		
Salaries, benefits and insurance	882,829	809,772
Contractual	2,284,067	2,243,618
Supplies and maintenance	421,211	218,945
Utilities	41,558	41,941
Fleet expense	166,646	152,111
Depreciation (Note 3)	1,334,007	1,150,327
Other expenses	20,712	10,927
	<u>5,151,030</u>	<u>4,627,641</u>
Total operating expenses		
Operating loss	<u>(5,059,744)</u>	<u>(4,398,282)</u>
NON-OPERATING REVENUES (EXPENSES)		
Operating grants	4,039,726	3,081,826
Loss from retirement of capital assets	(59,928)	(104,484)
Investment income	11,783	9,558
	<u>3,991,581</u>	<u>2,986,900</u>
Total nonoperating revenues (expenses)		
INCOME (LOSS) BEFORE CAPITAL GRANTS AND TRANSFERS		
	<u>(1,068,163)</u>	<u>(1,411,382)</u>
Capital grants	1,119,400	3,404,965
Transfers in from other City funds	62,642	55,438
Transfers (out) to other City funds	(61,801)	(42,132)
	<u>1,120,241</u>	<u>3,418,271</u>
Net Capital Grants and Transfers		
Change in Net Position	52,078	2,006,889
Net Position - Beginning	<u>19,633,877</u>	<u>17,626,988</u>
Net Position - Ending	<u>\$19,685,955</u>	<u>\$19,633,877</u>

See accompanying notes to financial statements

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
TRANSPORTATION ENTERPRISE FUND
COMPARATIVE STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	\$96,735	\$220,694
Payments to suppliers	(3,087,770)	(2,668,740)
Payments to employees	(754,876)	(475,154)
Cash Flows from Operating Activities	(3,745,911)	(2,923,200)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Transfers in	62,642	55,438
Transfers out	(61,801)	(42,132)
Intergovernmental receipts - operations	5,996,079	2,417,162
Cash Flows from Noncapital Financing Activities	5,996,920	2,430,468
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Intergovernmental receipts - capital program	160,446	4,145,025
Purchases of capital assets	(1,605,686)	(3,502,556)
Proceeds from sale of capital assets	2,697	2,697
Cash Flows from Capital and Related Financing Activities	(1,445,240)	645,166
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income	11,774	10,622
Cash Flows from Investing Activities	11,774	10,622
Net Cash Flows	817,543	163,056
CASH AND CASH EQUIVALENTS		
Beginning of period	1,400,763	1,237,707
End of period	\$2,218,306	\$1,400,763
RECONCILIATION OF OPERATING LOSS TO CASH FLOWS FROM OPERATING ACTIVITIES:		
Operating loss	(\$5,059,744)	(\$4,398,282)
Adjustments to reconcile operating loss to cash flows from operating activities:		
Depreciation	1,334,007	1,150,327
Change in assets and liabilities:		
Accounts receivable	5,449	(8,665)
Accounts payable	(153,576)	(1,198)
Salaries payable	(2,667)	2,252
Compensated absences	(29,055)	26,852
Deferred outflows/inflows and total OPEB liability	28,596	32,619
Deferred outflows/inflows and net pension liability	131,079	272,895
Cash Flows from Operating Activities	(\$3,745,911)	(\$2,923,200)
NONCASH TRANSACTIONS		
Retirement of capital assets	(\$59,928)	(\$107,181)

See accompanying notes to financial statements

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. *The Reporting Entity*

The financial statements of the Transportation Development Act Funds (TDA Funds) are intended to present the financial position and changes in financial position and cash flows for only those transactions attributable to the Streets Special Revenue Fund and the Transportation Enterprise Fund (TDA Funds) administered and disbursed by the City of Turlock, California (City).

The accounting policies of the TDA Funds of the City are in conformity with accounting principles generally accepted in the United States of America (GAAP) applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing accounting principles. The following is a summary of the more significant accounting policies.

B. *Fund Accounting*

The operations of the TDA Funds are accounted for in separate sets of self-balancing accounts that comprise their assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund balance or net position, revenues and expenditures or expenses. Governmental resources are allocated to and for individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled. The TDA Funds are presented in the accompanying financial statements as follows:

Governmental Fund Type

Streets Special Revenue Fund - The Streets Special Revenue Fund is used to account for the City's share of the Transportation Development Act (TDA) allocations that are legally restricted for street maintenance and capital improvements. In addition, this fund accounts for the Proposition 1B funds whose use is generally restricted to pavement maintenance, rehabilitation and/or reconstruction.

Proprietary Fund Type

Transportation Enterprise Fund - The Transportation Enterprise Fund is used to account for the operation and management of the City's transit operations. TDA and Federal Transit Administration (FTA) allocations for transit operations are accounted for in this fund along with Proposition 1B funds designated for transit programs.

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. *Basis of Accounting and Measurement Focus*

Streets Special Revenue Fund

The Streets Special Revenue Fund’s financial statements include a Balance Sheet and a Statement of Revenue, Expenditures and Changes in Fund Balance. The Special Revenue Fund is accounted for on a spending or *current financial resources* measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and deferred outflows of resources, and current liabilities and deferred inflows of resources, are included on the Balance Sheet. The Statement of Revenues, Expenditures and Changes in Fund Balance presents increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in fund balances. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The City’s accrual period is generally 90 days after fiscal year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred.

The Streets Special Revenue Fund is used to account for the City’s share of the Transportation Development Act (TDA) allocations that are legally restricted for street maintenance and projects supporting bicycle and pedestrian activity adjacent to and on City streets/roads (non-motorized). In addition, this fund accounts for user fees collected related to permitted trenching activity and transportation permits within the City streets/roads and related right-of-way.

Transportation Enterprise Fund

The Transportation Enterprise Fund financial statements include a Statement of Net Position, a Statement of Revenues, Expenses and Changes in Net Position, and a Statement of Cash Flows.

The Transportation Enterprise Fund is accounted for using the *economic resources* measurement focus and the accrual basis of accounting. Accordingly, all assets, deferred outflows of resources, liabilities, and deferred inflows of resources, (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Change in Fund Net Position presents increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

The Transportation Enterprise Fund is used to account for the operation and management of the City’s transit operations. TDA and Federal Transit Administration (FTA) allocations for transit operations and capital projects are accounted for in this fund, along with Proposition 1B funds designated for transit programs.

Operating revenues in the Transportation Enterprise Fund include fare, Measure L Transit and other revenues generated from the primary operations of the fund, excluding grants. All other revenues, including operating grants, are reported as nonoperating revenues. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as nonoperating expenses.

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Deferred Inflows and Deferred Outflows of Resources

In addition to assets, the statement of net position or balance sheet reports a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of net position or balance sheet reports a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

E. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 inputs are inputs – other than quoted prices included within level 1 – that are observable for an asset or liability, either directly or indirectly.

Level 3 inputs are unobservable inputs for an asset or liability.

If the fair value of an asset or liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

F. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

G. Cash Equivalents

For purposes of the Statement of Cash Flows, cash equivalents are defined as investments with original maturities of 90 days or less, which are readily convertible to known amounts of cash. The City considers all pooled cash and investments (consisting of cash and investments and restricted cash and investments) held by the City as cash and cash equivalents because the pool is used essentially as a demand deposit account from the standpoint of the funds. The City also considers all non-pooled cash and investments (consisting of funds with fiscal agents) as cash and cash equivalents, because investments meet the criteria for cash equivalents defined above.

NOTE 2 – CASH AND INVESTMENTS

The TDA Funds participate in the City's cash and investment pool. The City pools surplus cash from all sources and all funds, except cash with fiscal agents, so that it can be invested at the maximum yield, consistent with safety and liquidity. Investment income is allocated among funds on the basis of the average month-end cash and investment balances in these funds. As of June 30, 2021, and June 30, 2020, the TDA Funds had cash and investment balances of \$2,666,052 and \$1,638,661, respectively.

Investments Authorized by the California Government Code and the City's Investment Policy

The City's Investment Policy and the California Government Code permit the following investments, provided the credit ratings of the issuers are acceptable and approved percentages and maturities are not exceeded. The table below also identifies certain provisions of the California Government Code, or the Investment Policy if more restrictive, that address interest rate risk, credit risk and concentration of credit risk.

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020

NOTE 2 – CASH AND INVESTMENTS (Continued)

The City’s investment policy authorizes the following investments:

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum Percentage of Portfolio	Maximum Investment In One Issuer
U.S. Treasury Notes, Bonds and/or Bills	5 years	A	Unlimited	N/A
U.S. Government Agency Securities	5 years	A	Unlimited	No more than 25%
Negotiable Certificates of Deposit	5 years	N/A	30%	N/A
Certificates of Deposit	5 years	A	Unlimited	N/A
Bankers' Acceptances	180 days	A	40%	No more than 30%
Commercial Paper	270 days	A-1 or Higher	25%	No more than 10%
State of Local Agency Investment Fund (LAIF)	N/A	N/A	Equal to maximum limit set by LAIF	N/A
Repurchase Agreement	1 year	N/A	Unlimited	N/A
Money Market and Mutual Funds	N/A	A	20%	N/A
Corporate Notes	5 years	AA	30%	N/A

Fair Value Hierarchy

The TDA Funds categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

The TDA Funds’ investment in the City’s investment pool is not subject to the fair value hierarchy.

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020

NOTE 3 – CAPITAL ASSETS

Capital assets acquired by the Streets Fund are recorded as expenditures in the special revenue fund and capitalized at cost and recorded as part of the City’s Statement of Net Position in the government-wide financial statements. The costs of infrastructure (roads, curbs, gutters, streets, bridges, sidewalks, drainage systems, right-of-ways, and land related to such assets) are recorded as expenditures in the special revenue fund and are also capitalized and recorded in the City’s Statement of Net Position in the government-wide financial statements. These infrastructure assets become the property of the City and are maintained by the City.

Capital assets acquired by the Transportation Enterprise Fund are recorded at cost in the Transportation Enterprise Fund and are depreciated using the straight-line method over estimated useful lives. Operating expenses include depreciation on all depreciable capital assets. Repairs and maintenance are charged to expense when the services are rendered.

City policy has set the capitalization thresholds for reporting capital assets at the following:

General Capital Assets	\$10,000
Infrastructure Capital Assets	50,000

Depreciation has been provided on a straight-line basis over the following useful lives:

	Years
Land Improvements and Infrastructure	25-60
Buildings	30-50
Furniture and Equipment	5-10
Vehicles	5-10

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020

NOTE 3 – CAPITAL ASSETS (Continued)

Transportation Enterprise Fund

The following is a summary of capital assets for the Transportation Enterprise fund at June 30, 2021:

	Balance at June 30, 2020	Additions	Retirements/ Adjustments	Transfers	Balance at June 30, 2021
Capital assets not being depreciated:					
Land	\$3,382,459				\$3,382,459
Construction in progress	1,668,212	\$1,579,263	(\$573)	(\$2,680,992)	565,910
Total capital assets not being depreciated	<u>5,050,671</u>	<u>1,579,263</u>	<u>(573)</u>	<u>(2,680,992)</u>	<u>3,948,369</u>
Capital assets being depreciated:					
Land improvements	2,559,491				2,559,491
Buildings	8,181,621			1,025,886	9,207,507
Furniture and equipment	1,081,080	26,423		408,173	1,515,676
Vehicles	6,976,935		(174,826)	1,246,933	8,049,042
Infrastructure	231,051				231,051
Total capital assets being depreciated	<u>19,030,178</u>	<u>26,423</u>	<u>(174,826)</u>	<u>2,680,992</u>	<u>21,562,767</u>
Less accumulated depreciation for:					
Land improvements	(502,092)	(86,539)			(588,631)
Buildings	(853,139)	(298,926)			(1,152,065)
Furniture and equipment	(597,785)	(138,199)			(735,984)
Vehicles	(1,850,735)	(806,492)	115,471		(2,541,756)
Infrastructure	(18,934)	(3,851)			(22,785)
Total accumulated depreciation	<u>(3,822,685)</u>	<u>(1,334,007)</u>	<u>115,471</u>		<u>(5,041,221)</u>
Net capital assets being depreciated	<u>15,207,493</u>	<u>(1,307,584)</u>	<u>(59,355)</u>	<u>2,680,992</u>	<u>16,521,546</u>
Capital assets, net	<u>\$20,258,164</u>	<u>\$271,679</u>	<u>(\$59,928)</u>		<u>\$20,469,915</u>

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020

NOTE 3 – CAPITAL ASSETS (Continued)

The following is a summary of capital assets for the Transportation Enterprise fund at June 30, 2020:

	Balance at June 30, 2019	Additions	Retirements/ Adjustments	Transfers	Balance at June 30, 2020
Capital assets not being depreciated:					
Land	\$1,823,738			\$1,558,721	\$3,382,459
Construction in progress	8,967,866	\$3,502,556		(10,802,210)	1,668,212
Total capital assets not being depreciated	<u>10,791,604</u>	<u>3,502,556</u>		<u>(9,243,489)</u>	<u>5,050,671</u>
Capital assets being depreciated:					
Land improvements	2,106,887			452,604	2,559,491
Buildings	1,904,615			6,277,006	8,181,621
Furniture and equipment	1,026,934		(\$50,967)	105,113	1,081,080
Vehicles	4,943,225		(375,056)	2,408,766	6,976,935
Infrastructure	251,912		(20,861)		231,051
Total capital assets being depreciated	<u>10,233,573</u>		<u>(446,884)</u>	<u>9,243,489</u>	<u>19,030,178</u>
Less accumulated depreciation for:					
Land improvements	(426,868)	(75,224)			(502,092)
Buildings	(685,035)	(168,104)			(853,139)
Furniture and equipment	(514,694)	(102,423)	19,332		(597,785)
Vehicles	(1,369,802)	(800,725)	319,792		(1,850,735)
Infrastructure	(15,662)	(3,851)	579		(18,934)
Total accumulated depreciation	<u>(3,012,061)</u>	<u>(1,150,327)</u>	<u>339,703</u>		<u>(3,822,685)</u>
Net capital assets being depreciated	<u>7,221,512</u>	<u>(1,150,327)</u>	<u>(107,181)</u>	<u>9,243,489</u>	<u>15,207,493</u>
Capital assets, net	<u>\$18,013,116</u>	<u>\$2,352,229</u>	<u>(\$107,181)</u>		<u>\$20,258,164</u>

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020

NOTE 4 – UNEARNED REVENUE – CAPITAL PROGRAMS

The TDA Funds received grants from the Local Transportation Fund and State Transit Assistance funds in advance of costs being incurred. As of June 30, 2021, and 2020, unearned revenue related to those programs is as follows:

	2021	2020
<i>Streets Special Revenue Fund:</i>		
State Transit Assistance and Local Transportation Fund	\$21,811	\$21,811
<i>Transportation Enterprise Fund:</i>		
State Transit Assistance and Local Transportation Fund	\$3,836,269	\$1,985,492

NOTE 5 – NET POSITION AND FUND BALANCES

A. Net Position

Net Position is the excess of all assets and deferred outflows of resources over all liabilities and deferred inflows of resources. Net Position is divided into three captions. These captions apply only to Net Position, which is determined only for proprietary funds and at the Government-wide level, and are described below:

Net Investment in Capital Assets describes the portion of Net Position which is represented by the current net book value of the capital assets, less the outstanding balance of any debt issued to finance these assets.

Restricted describes the portion of Net Position which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions which the City cannot unilaterally alter.

B. Fund Balances

Governmental fund balances represent the net current assets of each fund. Net current assets generally represent a fund’s cash, receivables and deferred outflows of resources, less its liabilities and deferred inflows of resources.

The Streets Special Revenue Fund’s fund balances are classified based on spending constraints imposed on the use of resources. The use of the funds accounted for in these Statements is restricted by law; therefore, these funds will never have committed or assigned balances. Each category in the following hierarchy is ranked according to the degree of spending constraint:

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020

NOTE 5 – NET POSITION AND FUND BALANCES (Continued)

Nonspendable represents balances set aside to indicate items do not represent available, spendable resources even though they are a component of assets. Assets not expected to be converted to cash, such as prepaids, notes receivable, and property held for resale are included. However, if proceeds realized from the sale or collection of nonspendable assets are restricted, committed or assigned, then nonspendable amounts are required to be presented as a component of the applicable category.

Restricted fund balances have external restrictions imposed by creditors, grantors, contributors, laws, regulations, or enabling legislation which requires the resources to be used only for a specific purpose. Encumbrances and nonspendable amounts subject to restrictions are included along with spendable resources.

Committed fund balances have constraints imposed by resolution of the City Council which may be altered only by formal action of the City Council. Encumbrances and nonspendable amounts subject to council commitments are included along with spendable resources.

Assigned fund balances are amounts constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. Intent is expressed by the City Council or its designee and may be changed at the discretion of the City Council or its designee, the City Manager. This category includes: encumbrances; nonspendables, when it is the City's intent to use proceeds or collections for a specific purpose; and residual fund balances, if any, of Special Revenue and Capital Projects which have not been restricted or committed.

Unassigned fund balance represents residual amounts that have not been restricted, committed, or assigned. This includes the residual General Fund balance and residual fund deficits, if any, of other governmental funds.

NOTE 6 – TRANSPORTATION DEVELOPMENT ACT

The State of California established the TDA to provide funds for public transportation. The funds are administered by the Stanislaus Council of Governments (StanCOG). TDA created a Local Transportation Fund (LTF) in each county for the transportation purposes specified in the Transportation Development Act Statutes and Administrative Code. Revenues of the LTF are derived from a 1/4 of one percent sales tax rate levied in each county.

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020

NOTE 7 – PUBLIC TRANSPORTATION MODERNIZATION IMPROVEMENT AND SERVICE ENHANCEMENT ACCOUNT (PTMISEA)

In November 2006, California Voters passed a bond measure enacting the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006. Of the \$19.925 billion of State general obligation bonds authorized, \$4 billion was set aside by the State as instructed by the statute as the Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA). These funds are available to the California Department of Transportation for intercity rail projects and to transit operators in California for rehabilitation, safety or modernization improvements, capital service enhancements or expansions, new capital projects, bus rapid transit improvements or for rolling stock procurement, rehabilitation or replacement.

Since fiscal year 2007-08, the City has received funding for the following projects: (1) Bus LED Designation Signs and Brochure Holders; (2) Construction of Timed Fill Compressed Natural Gas (CNG) Bus Fueling Station; (3) Compressed Natural Gas Transit Bus (35-foot); (4) Transit Transfer Center; (5) Transit Transfer Center Phase II; (6) CNG Slow Fill Compressor; (7) Electronic Farebox System; (8) Dispatch Office; (9) Operations and Bus Storage; (10) Paratransit Bus Purchase; (11) Bus Parking Expansion; (12) Bus Stop Improvements.

In fiscal years 2008 through 2020, the Program received a total of \$4,997,243 from Proposition 1B funds and expended \$5,053,942 including the expense of interest on the unspent funds. The Program did not receive additional Proposition 1B funding in fiscal years 2017 through 2021. As all Proposition 1B funds were spent in prior years, the City did not incur any related expenses in fiscal year 2021. The schedule below delineates the funds received and the spending of these funds along with the interest earned on the unexpended funds.

Project Name	Grant Amount	Interest	Expended through June 30, 2020	Transfers to Other Projects	Unearned Revenue
Bus LED Designation Signs and Brochure Holders	\$12,975	\$163	(\$13,138)		
Construction of Timed Fill Compressed Natural Gas (CNG) Bus Fueling Station	315,495	6,889	(279,853)	(\$42,531)	
Compressed Natural Gas Transit Bus (35-foot)	495,495	14,112	(507,333)	(2,274)	
Transit Transfer Center	1,265,574	5,539	(1,549,015)	277,902	
Transit Transfer Center Phase II & III	532,437	14,921	(1,129,350)	581,992	
CNG Slow Fill Compressor	350,000	392	(350,392)		
Electronic Farebox System	200,000	1,016	(201,016)		
Dispatch Office	130,000	183		(130,183)	
Operations and Bus Storage	377,740	322		(378,062)	
Paratransit Bus Purchase	900,000	3,231	(872,586)	(30,645)	
Bus Parking Expansion	267,527	8,672		(276,199)	
Bus Stop Improvements	150,000	1,259	(151,259)		
Total	<u>\$4,997,243</u>	<u>\$56,699</u>	<u>(\$5,053,942)</u>		

CITY OF TURLOCK
TRANSPORTATION DEVELOPMENT ACT FUNDS
BASIC FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020

NOTE 8 – RISK MANAGEMENT

The TDA Funds are exposed to various risks of loss related to torts; theft of; damage to, and destruction of assets, and natural disaster. The TDA Funds participate in the Central San Joaquin Valley Risk Management Authority (CSJVRMA), as a part of the City. The purpose of CSJVRMA is to spread the adverse effect of losses among the members and to purchase excess insurance as a group, thereby reducing its expense. The funds, through cost allocation from the City, contribute their pro rata share of anticipated losses to pools administered by CSJVRMA. More information regarding the City's risk management program can be found in the basic financial statements of the City of Turlock.

NOTE 9 – PENSION PLAN

Personnel costs accounted for under TDA and FTA funding include costs associated with the City's pension benefit plan. The costs attributed to TDA and FTA funding are part of the City's Miscellaneous Plan, an Agent-Multiple Employer Plan administered by the California Public Employees' Retirement System (CalPERS), and are allocated to TDA and FTA funds in the same manner as they are allocated to other City funds which have personnel expenditures. More information regarding the Plan can be found in the basic financial statements for the City of Turlock.

NOTE 10 – OTHER EMPLOYEE BENEFITS

Personnel costs accounted for under TDA and FTA funding include costs associated with the City's compensated absences and retiree healthcare benefit plans. The costs attributed to TDA and FTA funding are part of the City-wide plans and are allocated to TDA and FTA funds in the same manner as they are allocated to other City funds which have personnel expenditures. More information regarding these plans can be found in the basic financial statements for the City of Turlock.

NOTE 11 – MAJOR CONTRACTOR

On November 25, 2017, the City entered into a contract agreement with Storer Transit Systems to operate and maintain the DART and BLAST programs. The term is from November 25, 2017, to June 30, 2021, with an option to extend for an additional two years. Storer Transit Systems is paid monthly based on a fixed fee plus a fee calculated at a fixed rate per vehicle multiplied by the number of service hours. Expenses incurred under this contract amounted to \$1,641,273 and \$1,540,420 for the fiscal years ended June 30, 2021 and 2020, respectively.

NOTE 12 – CONTINGENT LIABILITIES

The City receives Federal Transit Administration (FTA) monies for the purchase of buses, construction of related maintenance facilities, and for partial funding of its transit operations. State and federal grants received by the City for specific purposes are subject to review and audit by the grantor agencies. Such audits could lead to request for reimbursement for expenditures disallowed under the terms of the grants. The amount, if any, of expenditures that may be disallowed by the granting agencies cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

**INDEPENDENT AUDITOR'S REPORT ON
INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE WITH THE TRANSPORTATION DEVELOPMENT ACT
AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Honorable Members of the City Council
of the City of Turlock
Turlock, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Transportation Development Act Funds (TDA Funds) of the City of Turlock (City), California, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the TDA Funds' basic financial statements, and have issued our report thereon dated May 24, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered TDA Funds' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of TDA Funds' internal control. Accordingly, we do not express an opinion on the effectiveness of TDA Funds' internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the TDA Funds' financial statements will not be prevented or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



Compliance and Other Matters

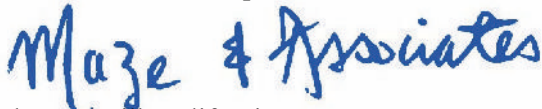
As part of obtaining reasonable assurance about whether the TDA Funds' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. Our procedures included the applicable audit procedures contained in §6666 and §6667 of *Title 21 of California Code of Regulations* and tests of compliance with the applicable provisions of the Transportation Development Act and the allocation instructions and resolutions of the Stanislaus Council of Governments (StanCOG). However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We have also issued a separate Memorandum on Internal Control for the year ended June 30, 2021, which is an integral part of our audit and should be read in conjunction with this report.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the TDA Funds' internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the TDA Funds' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

This report is intended solely for the information and use of the StanCOG, management, City Council, others within the City, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties; however, this restriction is not intended to limit the distribution of this report, which is a matter of public record.



Pleasant Hill, California

May 24, 2022

**INDEPENDENT AUDITOR'S REPORT ON
COMPLIANCE FOR TDA PROGRAM FUNDS AND ON INTERNAL CONTROL OVER
COMPLIANCE IN ACCORDANCE WITH SECTION 6666 AND 6667 OF THE RULES AND
REGULATIONS OF THE CALIFORNIA ADMINISTRATIVE CODE
IN THE TRANSPORTATION DEVELOPMENT ACT STATUTES AND ADMINISTRATIVE
CODE FOR 1987 AND THE ALLOCATION INSTRUCTIONS AND RESOLUTIONS OF THE
STANISLAUS COUNCIL OF GOVERNMENTS**

To the Honorable Mayor and Members of City Council
of the City of Turlock
Turlock, California

Report on Compliance for TDA Funds

We have audited the City of Turlock, California's (City), Streets Special Revenue Fund and the Transportation Enterprise Fund (TDA Funds) compliance with the types of compliance requirements described in Section 6666 and 6667 of the *Rules and Regulations of the California Administrative Code in the Transportation Development Act Statutes and Administrative Code for 1987* (the Act) and the allocation instructions and resolutions of the Stanislaus Council of Governments (StanCOG) that could have a direct and material effect on the TDA Funds for the year ended June 30, 2021.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its TDA Funds.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the TDA Funds based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the Act and the allocation instructions and resolutions of the StanCOG. Those standards, the Act, and the allocation instructions and resolutions of the StanCOG require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the TDA Funds occurred. An audit includes examining, on a test basis, evidence about the TDA Funds' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the TDA Funds. However, our audit does not provide a legal determination of the TDA Funds' compliance.

Opinion on TDA Funds

In our opinion, the TDA Funds complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the TDA Funds for the year ended June 30, 2021.



Report on Internal Control Over Compliance

Management is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the TDA Funds' internal control over compliance with the types of requirements that could have a direct and material effect on the TDA Funds to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the TDA Funds and to test and report on internal control over compliance in accordance with the Act and the allocation instructions and resolutions of the StanCOG, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the TDA Funds' internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of the TDA Funds on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of the TDA Funds will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of the TDA Funds that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

We have also issued a separate Memorandum on Internal Control for the year ended June 30, 2021, which is an integral part of our audit and should be read in conjunction with this report.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Act and the allocation instructions and resolutions of the StanCOG. Accordingly, this report is not suitable for any other purpose.

This report is intended solely for the information and use of the StanCOG, management, City Council, others within the City, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties; however, this restriction is not intended to limit the distribution of this report, which is a matter of public record.



Pleasant Hill, California
May 24, 2022



CITY OF TURLOCK
ABANDONED VEHICLE ABATEMENT PROGRAM
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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**CITY OF TURLOCK
ABANDONED VEHICLE ABATEMENT PROGRAM
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

Table of Contents

	<u>Page</u>
Independent Auditor's Report	1
Financial Section:	
Schedule of Revenues, Expenditures and Changes in Fund Balance	3
Notes to the Financial Statements.....	5
Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i> and Requirements Described In Section 9250.7, Chapter 6, Article 2, and Section 22710, Chapter 10, Article 1 of the California Vehicle Code and the Allocation Instructions and Resolutions of the StanCOG	7
Independent Auditors’ Report on Compliance for the Abandoned Vehicle Abatement Program and Report on Internal Control Over Compliance	9

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Members of the City Council
City of Turlock, California

Report on Financial Statements

We have audited the accompanying Schedule of Revenues, Expenditures and Changes in Fund Balance (Schedule) of the Abandoned Vehicle Abatement Program (Program) of the City of Turlock for the years ended June 30, 2021 and 2020, and the related notes to the financial statements, which collectively comprise the Program's financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on the Schedule based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and requirements described in Section 9250.7, Chapter 6, Article 2, and Section 22710, Chapter 10, Article 1 of the California Vehicle Code and the allocation instructions and resolutions of the Stanislaus Council of Governments (StanCOG). Those standards and requirements require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Program's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Program's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the Schedule referred to above presents fairly, in all material respects, the revenues, expenditures and changes in fund balance of the Program for the years ended June 30, 2021 and 2020 in accordance with accounting principles generally accepted in the United States of America.

Other Matters

As described in Note 1, the Schedule is intended to present only the results of operations of the Program of the City. It does not purport to, and does not, present fairly the financial position of the City as of June 30, 2021 and 2020, and changes in fund balances for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 6, 2023, on our consideration of the Program's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Program's internal control over financial reporting and compliance.



Pleasant Hill, California
June 6, 2023

CITY OF TURLOCK
 ABANDONED VEHICLE ABATEMENT PROGRAM
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE
 FOR YEARS ENDED JUNE 30, 2020 AND 2021

	2021	2020
Revenues:		
Registration Fees	\$54,415	\$66,809
Total Revenues	54,415	66,809
Expenditures:		
Personnel	128,655	131,360
Services and Supplies	10,447	12,242
Total Expenditures	139,102	143,602
Net change in fund balance	(84,687)	(76,793)
Fund balance (deficit) at beginning of year	(176,020)	(99,227)
Fund balance (deficit) at end of year	(\$260,707)	(\$176,020)

See accompanying notes to the financial statements

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CITY OF TURLOCK
ABANDONED VEHICLE ABATEMENT PROGRAM
NOTES TO THE FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020

NOTE 1 – SUMMARY SIGNIFICANT ACCOUNTING POLICIES

A. *Abandoned Vehicle Abatement Program*

The Abandoned Vehicle Abatement Program (Program) is a statewide program administered by the California Highway Patrol (CHP). The City of Turlock (City) administers and operates the local vehicle abatement program pursuant to Section 22710 of the Vehicle Code, Turlock Municipal City Code Section 4-8.108 et seq., and the Stanislaus Council of Governments (StanCOG) Abandoned Vehicle Program and Plan. Section 9250.7 of the Vehicle code establishes the funding source for the abatement of abandoned vehicles by a county-based Service Authority (Authority), pursuant to the provisions of Section 22710 of the Vehicle Code. The Vehicle Code imposes a service fee of one dollar (\$1) on vehicles registered to an owner with an address in the county that establishes the Authority. This fee is paid to the Department of Motor Vehicles (DMV) at the time of registration or renewal of registration. The DMV, after deducting its administrative costs, at least quarterly transmits the net amount collected to the State Controller's Office (SCO) for deposit in the Abandoned Vehicle Trust Fund. All money in the fund is continuously appropriated to the SCO for allocation to an Authority that has an approved Program, and for payment of the administrative costs of the SCO. StanCOG, the Authority, distributes Program funds to participating entities based on the allocation determined in the Vehicle Abatement Services Agreement.

The Schedule of Revenues, Expenditures and Changes in Fund Balance (Schedule) of the City of Turlock Abandoned Vehicle Abatement Program (Program) have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB). The GASB is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the Program's accounting policies are described below.

B. *The Reporting Entity*

The Schedule is intended to present the results of operations, and only those revenues and expenditures of the Program that are accounted for in the General Fund of the City of Turlock (City). They are not intended to present the financial position or results of operations of the City as a whole.

C. *Basis of Presentation, Basis of Accounting, and Measurement Focus*

Basis of accounting refers to when revenues and expenditures/expenses are recognized in the accounts and reported in the financial statements.

Governmental funds are accounted for using the modified accrual basis of accounting and "current financial resources" measurement focus. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets. Revenues are recognized in the accounting period in which they become measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The Program's accrual period is generally 90 days after fiscal year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred.

CITY OF TURLOCK
ABANDONED VEHICLE ABATEMENT PROGRAM
NOTES TO THE FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020

NOTE 1 – SUMMARY SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**INDEPENDENT AUDITOR’S REPORT ON
INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*
AND REQUIREMENTS DESCRIBED IN SECTION 9250.7, CHAPTER 6, ARTICLE 2,
AND SECTION 22710, CHAPTER 10, ARTICLE 1 OF THE CALIFORNIA VEHICLE CODE
AND THE ALLOCATION INSTRUCTIONS AND RESOLUTIONS OF THE STANCOG**

Honorable Members of the City Council
of the City of Turlock
Turlock, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the Schedule of Revenues, Expenditures and Changes in Fund Balance (Schedule) of the Abandoned Vehicle Abatement Program (Program) of the City of Turlock (City), California, for the years ended June 30, 2021 and 2020, and the related notes to the Schedule, and have issued our report thereon dated June 6, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Program’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Program’s internal control. Accordingly, we do not express an opinion on the effectiveness of Program’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Program’s financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Program's Schedule is free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of the Schedule amounts. Our procedures included tests of compliance with certain provisions of the AVA Program Handbook. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

We have also issued a separate Memorandum on Internal Control for the City of Turlock dated June 6, 2023, which is an integral part of our audit and should be read in conjunction with this report.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Program's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Program's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Pleasant Hill, California
June 6, 2023

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR THE ABANDONED VEHICLE ABATEMENT PROGRAM
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE**

To the Honorable Mayor and Members of City Council
of the City of Turlock
Turlock, California

Report on Compliance for the Abandoned Vehicle Abatement Program

We have audited the Abandoned Vehicle Abatement Program (Program) of the City of Turlock (City) compliance with the types of compliance requirements described in Section 9250.7, Chapter 6, Article 2, and Section 22710, Chapter 10, Article 1 of the California Vehicle Code and the allocation instructions and resolutions of the Stanislaus Council of Governments (StanCOG) that could have a direct and material effect on the Program for the years ended June 30, 2021 and 2020.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants described in Section 9250.7, Chapter 6, Article 2, and Section 22710, Chapter 10, Article 1 of the California Vehicle Code and the allocation instructions and resolutions of the StanCOG.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the Program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and requirements described in Section 9250.7, Chapter 6, Article 2, and Section 22710, Chapter 10, Article 1 of the California Vehicle Code and the allocation instructions and resolutions of the StanCOG. Those standards and requirements require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the Program occurred. An audit includes examining, on a test basis, evidence about the Program's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the Program. However, our audit does not provide a legal determination of the Program's compliance.

Opinions on Abandoned Vehicle Abatement Program

In our opinion, the Program complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the Program for the years ended June 30, 2021 and 2020.

Report on Internal Control Over Compliance

Management is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Program’s internal control over compliance with the types of requirements that could have a direct and material effect on the Program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the Program and to test and report on internal control over compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Program’s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of the Program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of the Program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of the Program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements, specified in Section 9250.7, Chapter 6, Article 2, and Section 22710, Chapter 10, Article 1 of the California Vehicle Code and the allocation instructions and resolutions of the StanCOG between the Program and StanCOG. Accordingly, this report is not suitable for any other purpose.



Pleasant Hill, California
June 6, 2023

**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL
FOR THE YEAR ENDED JUNE 30, 2021**

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**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

For the Year Ended June 30, 2021

Table of Contents

	<u>Page</u>
<i>Memorandum on Internal Control</i>	1
Schedule of Material Weaknesses	3
Schedule of Significant Deficiencies.....	7
Schedule of Other Matters	9
Status of Prior Year Material Weaknesses	13
Status of Prior Year Significant Deficiencies.....	17

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MEMORANDUM ON INTERNAL CONTROL

To the City Council of
the City of Turlock, California

In planning and performing our audit of the basic financial statements of the City of Turlock as of and for the year ended June 30, 2021, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore material weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies in internal control included on the Schedule of Material Weaknesses to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control included on the Schedule of Significant Deficiencies to be significant deficiencies.

Included in the Schedule of Other Matters are recommendations not meeting the above definitions that we believe are opportunities for strengthening internal controls and operating efficiency.

Management's written responses included in this report have not been subjected to the audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

This communication is intended solely for the information and use of management, City Council, others within the organization, and agencies and pass-through entities requiring compliance with *Government Auditing Standards*, and is not intended to be and should not be used by anyone other than these specified parties.



Pleasant Hill, California
June 6, 2023

CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL
SCHEDULE OF MATERIAL WEAKNESSES

2021-001 **Timely and Accurate Year-End Close**

The year-end financial closing and preparation of the general ledger data should be completed timely and accurately. In addition, organizations should have a contingency plan in the event of staff turnover. Part of this plan is ensuring there are staff resources available on short notice to fill in key functions. In the Finance Department, these resources need to be in place throughout the fiscal year to ensure accounting functions continue and allow time for analysis of account balances and activities.

During fiscal year 2020-21 and thereafter, the City experienced significant staff shortages due to staff departures and long-term leaves of absence. This put a strain on the City's ability to maintain good internal controls, and to produce accurate and timely financial data. As a result, the year-end audit was adversely affected. The first trial balance we received from the City for the audit was submitted to us on January 30, 2022. Subsequently, the City had to provide an updated trial balance after it was noted that significant adjustments would have to be made to the original trial balance report.

The above condition delayed the completion of the year-end closing process, which increased the risk that errors or misstatements may go undetected by staff and corrections may not be made in a timely manner. Audit effort was substantially increased in response to these increased risks.

The City should analyze staff resources to determine what plans can or should be made to ensure that the financial data is processed properly and timely during staffing transitions. In addition, the City must develop procedures to ensure that accounts are analyzed throughout the fiscal year and after the year-end close to ensure that additional closing entries are not required prior to providing the general ledger for audit.

Management's Response:

Management acknowledges the auditor's finding and in order to address the issue, the City has hired a Principal Accountant who has been tasked with all financial reporting responsibilities and an Accountant III to assist in all financial reporting tasks. Furthermore, management has developed an estimated timeline to get the City of Turlock's Financial Reporting completed and up to date for remaining outstanding reporting cycles:

- A. All Fiscal Year 2021-2022 reports are estimated to be completed by the end of January 2024, per the auditor's stated current availability. However, the City of Turlock is prepared to start sooner on the audit should the auditor become available sooner.
- B. All Fiscal Year 2022-2023 reports are estimated to be completed by the end of March 2024, pending the auditor's availability.

This will put the City of Turlock on target to have all the Fiscal Year 2023-2024 reports completed prior to November 2024.

**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

SCHEDULE OF MATERIAL WEAKNESSES

2021-002 Accurate Preparation of the Schedule of Expenditures of Federal Awards

In accordance with the requirements of OMB Uniform Administrative Requirements Subpart D Section 200.302(b) (1), the City should report all Federal awards expended in the Schedule of Expenditures of Federal Awards (SEFA) each fiscal year.

During our testing of the fiscal year 2021 SEFA provided for audit we noted various errors including the following:

1. Federal Expenditures related to the HOME Investment Partnership Program (AL #14.239) were understated by \$25,658, as the expenditures did not include some of the activity from the City's general ledger.
2. Federal expenditures for the Highway Planning and Construction Grant program (AL #20.205) were overstated by \$595,256 due to the City including project expenditures in excess of federally reimbursable amounts.
3. Federal expenditures for the Federal Transit – Formula Grants (Urbanized Area Formula Program) (AL #20.507) were overstated by \$2,128,077, due to the City including the total expenditures from the general ledger for the Transit Fund, instead of only the federal-grant-reimbursable portion of the expenditures. In addition, the expenditures shown on the SEFA were not broken out between capital and operating expenditures which should have amounted to \$630,652 and \$2,562,548, respectively, for a total of \$3,193,200.
4. Federal expenditures for the Environmental Protection Agency, Capitalization Grants for Clean Water State Revolving Funds grant (AL #66.458) were overstated by \$1,892,764 due to the City including expenditures that had previously been reported on a prior year SEFA.
5. Federal expenditures for the Department of Justice, Coronavirus Emergency Supplemental Funding Program, AL #16.034 were originally listed as AL #16.738.
6. Federal expenditures for the Department of Justice, Public Safety Partnership and Community Policing Grants (AL #16.710) were overstated by \$59,996.
7. Federal expenditures for the Department of the Treasury, Coronavirus Aid Relief and Economic Security (CARES) Act (AL #21.019), the total grant funds that were passed through from Stanislaus County were overstated by \$746,623.
8. The original draft of the SEFA included expenditures in the amount of \$38,462,544 that were related to expenditures from an entity that should not have been reported on the City's SEFA.

Incorrect reporting not only misstates the SEFA, but it also leads to the City's noncompliance with the reporting requirements of the OMB Uniform Administrative Requirements. As a result, future federal funding could be adversely affected.

We understand the misstatements were due to miscommunications between the departments responsible for managing the grants and the Finance Department that is responsible for preparing the SEFA. The misstatements were also caused by the loss of institutional knowledge as a result of staff turnover in the City.

**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

SCHEDULE OF MATERIAL WEAKNESSES

**2021-002 Accurate Preparation of the Schedule of Expenditures of Federal Awards
(Continued)**

The City must develop procedures to ensure that annual expenditures for all grant programs are accurately reported in the SEFA. In addition, City staff, including those in departments other than Finance that manage grants, must familiarize themselves with the Uniform Guidance guidelines for determining federal awards expended for reporting on the SEFA.

Management's Response:

Management acknowledges the auditor's finding and is currently reviewing the process and looking to implement procedures in order to address the issue. The Finance Department intends to implement new procedures to ensure the completeness and accuracy surrounding all grants received by all departments within the City of Turlock. Below are the steps management is implementing as part of the new procedures:

- A. Issue of a citywide memorandum stating the requirement of all departments to disclose their grants and all required information on the attached form to be returned to the Finance Department.
- B. Summary schedule of all information received to incorporate all grants by type, period and award amount and expenditures of funds.
- C. Implementation of the grant tracking module within the City's financial reporting system.

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**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

SCHEDULE OF SIGNIFICANT DEFICIENCIES

2021-003 Inclusion of Bond Proceeds on the Treasurer's Report

Investments related to proceeds from bond issues are restricted by the associated bond documents and therefore should either be excluded from the treasurer's report or should, at a minimum, be listed as restricted funds if they are included.

The City's Investment and Cash Report for June 30, 2021 (Report) showed total Invested Cash of \$245,164,488. This amount included \$99 million of bond proceeds, from the 2020 Water Revenue Bond Anticipation Notes, held in a Local Agency Investment Fund (LAIF) bond trustee account. The proceeds from the bonds are restricted to be spent on the construction of a water treatment and conveyance project, in accordance to the bond indenture. However, there was no such restriction noted on the Report.

The combination of including bond trustee account balances and the lack of notation of the restricted nature of the funds in the Report could make it appear that the amount in the bond trustee account is unrestricted and available for "operations".

According to City staff, the 2020 Water Revenue Bond Anticipation Notes were issued in current fiscal year and the bond trustee account was mistakenly added to the Report upon the issuance.

The City should either remove the bond trustee account balance from the Report or the account should be clearly labeled as restricted.

Management's Response:

Management acknowledges the auditor's finding and will note any funds that are of a restricted nature on the reports, prospectively.

2021-004 Payroll Rotation of Duties

As discussed in item #2021-001 above, the Finance Department should ensure that there are resources available to be utilized on short notice to fill gaps in key positions. These resources need to be in place throughout the fiscal year to ensure accounting processes and procedures continue effectively.

In the current fiscal year, the Administrative Analyst was the only employee that could process the City's payroll and there were no other employees that are fully trained on the entire process. As a result, the Administrative Analyst could not take any vacation during the weeks when payroll was run.

We understand the lack of an alternate payroll processor was due to staff shortages.

If the Administrative Analyst was unavailable or out on leave, the City would have difficulty processing payroll.

The City should develop a plan to ensure there is always a backup employee that can process the City's payroll in the event that the main processor becomes unavailable.

Management's Response:

Management acknowledges the auditor's finding and is currently reviewing staffing and studying the feasibility of implementing alternative procedures in order to address the issue.

CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL

SCHEDULE OF SIGNIFICANT DEFICIENCIES

2021-005 Super-User Rights

A super-user is a special user account used for system administration. It has broad privileges that allow the employee to perform tasks that other users cannot. The super-user's privileges are unrestricted and can perform any available action on a system. Good internal control requires that employees with access to the City's assets not have access to the City's accounting records for the same assets. Therefore accounting staff should not normally be allowed to have super-user rights in the City's general ledger system.

We noted one Senior Accountant and one Accountant II are super-users in the City's financial system, which includes unlimited access to the accounting system modules and security settings.

When accounting staff have super-user rights, unauthorized transactions could be processed without proper review and approval.

Due to the Information Technology Department's limited availability, Finance Department staff feels they need to have the ability to alter access levels for staff in case of an emergency.

The City should consider restricting super-user rights to as few employees as possible, preferably to those outside of the Finance Department, such as Information Technology personnel since they are not involved with processing or approving general ledger transactions. Until that is possible, the City should implement mitigating controls such as a review and approval of changes made to the system by the above employees.

Management's Response:

Management acknowledges the auditor's finding and is currently reviewing staffing and studying the feasibility with the cooperation of Information Technology of implementing alternative procedures in order to address the issue.

**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

SCHEDULE OF OTHER MATTERS

NEW GASB PRONOUNCEMENTS OR PRONOUNCEMENTS NOT YET EFFECTIVE

The following comment represents new pronouncements taking affect in the next two years. We cite them here to keep you informed of developments:

EFFECTIVE FISCAL YEAR 2021/22:

GASB 87 – Leases

The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

GASB 89 – Accounting for Interest Cost Incurred before the End of a Construction Period

The objectives of this Statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period.

This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5–22 of Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund.

This Statement also reiterates that in financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles.

CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL

SCHEDULE OF OTHER MATTERS

GASB 92 – Omnibus 2020

The objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. This Statement addresses a variety of topics and includes specific provisions about the following:

- The effective date of Statement No. 87, Leases, and Implementation Guide No. 2019-3, Leases, for interim financial reports
- Reporting of intra-entity transfers of assets between a primary government employer and a component unit defined benefit pension plan or defined benefit other postemployment benefit (OPEB) plan
- The applicability of Statements No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*, as amended, and No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, as amended, to reporting assets accumulated for postemployment benefits
- The applicability of certain requirements of Statement No. 84, *Fiduciary Activities*, to postemployment benefit arrangements
- Measurement of liabilities (and assets, if any) related to asset retirement obligations (AROs) in a government acquisition
- Reporting by public entity risk pools for amounts that are recoverable from reinsurers or excess insurers
- Reference to nonrecurring fair value measurements of assets or liabilities in authoritative literature
- Terminology used to refer to derivative instruments.

GASB 93 – Replacement of Interbank Offered Rates

Some governments have entered into agreements in which variable payments made or received depend on an interbank offered rate (IBOR)—most notably, the London Interbank Offered Rate (LIBOR). As a result of global reference rate reform, LIBOR is expected to cease to exist in its current form at the end of 2021, prompting governments to amend or replace financial instruments for the purpose of replacing LIBOR with other reference rates, by either changing the reference rate or adding or changing fallback provisions related to the reference rate.

Statement No. 53, *Accounting and Financial Reporting for Derivative Instruments*, as amended, requires a government to terminate hedge accounting when it renegotiates or amends a critical term of a hedging derivative instrument, such as the reference rate of a hedging derivative instrument's variable payment. In addition, in accordance with Statement No. 87, *Leases*, as amended, replacement of the rate on which variable payments depend in a lease contract would require a government to apply the provisions for lease modifications, including remeasurement of the lease liability or lease receivable.

The objective of this Statement is to address those and other accounting and financial reporting implications that result from the replacement of an IBOR.

**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

SCHEDULE OF OTHER MATTERS

GASB 97 – Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans—An Amendment of GASB Statements No. 14 and No. 84, and a Supersession of GASB Statement No. 32

The primary objectives of this Statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans.

EFFECTIVE FISCAL YEAR 2022/23:

GASB 91 – Conduit Debt Obligations

The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures.

GASB 94 – Public-Private and Public-Public Partnerships and Availability Payment Arrangements

The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). As used in this Statement, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. Some PPPs meet the definition of a service concession arrangement (SCA), which the Board defines in this Statement as a PPP in which (1) the operator collects and is compensated by fees from third parties; (2) the transferor determines or has the ability to modify or approve which services the operator is required to provide, to whom the operator is required to provide the services, and the prices or rates that can be charged for the services; and (3) the transferor is entitled to significant residual interest in the service utility of the underlying PPP asset at the end of the arrangement.

CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL

SCHEDULE OF OTHER MATTERS

GASB 94 – Public-Private and Public-Public Partnerships and Availability Payment Arrangements (Continued)

This Statement also provides guidance for accounting and financial reporting for availability payment arrangements (APAs). As defined in this Statement, an APA is an arrangement in which a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying nonfinancial asset for a period of time in an exchange or exchange-like transaction.

GASB 96 – Subscription-Based Information Technology Arrangements

This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, Leases, as amended.

**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

**STATUS OF PRIOR YEAR
MATERIAL WEAKNESSES**

2016-001 Review, Approval and Segregation of Duties in Major Control Areas

The following comments were included in similar form in the prior year Memorandum on Internal Control but have not yet been addressed by the City. We continue to believe that the City should consider addressing these issues and therefore they are being repeated here and have been updated for the results of any current year testing.

We noted the following control areas in which review and approval by a second employee could mitigate potential control weaknesses. In some instances, we understand the review is taking place, but it is not documented in a formal manner. In other instances, a review and approval process needs to be established.

a. Segregation of Duties for Customer Billings, Collections and Changes to the Customer Database

The Customer Services Supervisor is involved with accounts receivable billings, has access to cash receipts, can approve account write-offs and has access to the business license and utility customer databases. In addition, we noted that all cash receipt clerks have the ability to make changes to the customer database including customer addresses and billing rates. Employees with access to billings should not also be involved with the collection or adjustment of those receivables.

Review and approval of changes to the customer databases by a second employee could partially mitigate those control weaknesses, and we understand that when changes are made to the customer database, the change is printed, reviewed, and approved on paper. However, with the large number of people with access to making changes to the customer database, that does not appear to fully mitigate the control risks.

Since we understand the general ledger system cannot produce a report of changes made to the customer database, the City should review the duties of the employees with access to making changes to see if a portion can be assigned to another applicable employee or develop procedures to ensure unauthorized changes to the database are not made.

b. Super User Rights

Good internal controls require that employees with access to the City's assets not have access to the City's accounting records for the same assets, and therefore accounting staff should not normally be allowed to have super-user rights in the City's general ledger system.

We noted two Senior Accountants and one Accountant II are super-users in the City's financial system, which includes unlimited access to the accounting system modules and security settings.

When accounting staff have super-user rights, there is a potential risk of restricting or allowing access to other user's abilities to access the different modules in the accounting system. In addition, unauthorized transactions could be processed without proper review and approval.

We understand that due to the Information Technology Department's limited availability, Finance Department staff feels they need to have the ability to change permissions for staff in case of an emergency.

**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

**STATUS OF PRIOR YEAR
MATERIAL WEAKNESSES**

2016-001 Review, Approval and Segregation of Duties in Major Control Areas (Continued)

The City should consider restricting super user rights and the system usernames listed above to as few employees as possible, preferably to those outside of the Finance Department, such as Information Technology personnel, since they are not involved with processing or approving general ledger transactions. Until that is possible, the City should implement mitigating controls such as a review and approval of changes made to the system by the above employees.

Update as of June 30, 2017:

Segregation of Duties for Customer Billings, Collections and Changes to the Customer Database – Although we understand a review and approval of customer billings has been implemented, there does not appear to be clear documentation of when the review took place, and there continues to be no review and approval process for changes made to the customer database.

Super User Rights – The Administrative Services Director, three Senior Accountants (one of whom is retired) and one Accountant II continue to have super user rights to the system.

Update as of June 30, 2018:

Segregation of Duties for Customer Billings, Collections and Changes to the Customer Database – Although we understand a review and approval of customer billings was implemented, there does not appear to be clear documentation of when the review took place, and there continues to be no review and approval process for changes made to the customer database. We discussed this matter with City staff during the interim audit and understand that documentation of the review and approval process was to be implemented starting in fiscal year 2019 – City staff should ensure that the change was made.

Super User Rights – We noted that the Administrative Services Director and two of the Senior Accountants (one of whom is retired) and one Accountant II no longer have super-user rights to the system, but one Senior Accountant continues to have super user rights.

Update as of June 30, 2019:

Segregation of Duties for Customer Billings, Collections and Changes to the Customer Database – We noted the City implemented documentation of the review and approval of customer billings and write offs and refunds require the involvement of two separate employees. However, there continues to be no review and approval process for changes made to the customer database.

Super User Rights – We noted that the Senior Accountant still has super-user rights to the City's Financial System.

**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

**STATUS OF PRIOR YEAR
MATERIAL WEAKNESSES**

2016-001 Review, Approval and Segregation of Duties in Major Control Areas (Continued)

Update as of June 30, 2020:

Segregation of Duties for Customer Billings, Collections and Changes to the Customer Database -- We noted that all cash receipt clerks have the ability to make changes to the customer database including customer addresses and billing rates. Review and approval of changes to the customer databases by a second employee could partially mitigate those control weaknesses. We understand that the City's accounting system can produce a report of those changes, however the report of the changes is not being reviewed.

Super User Rights – We noted that the Senior Accountant still has super-user rights to the City's Financial System.

City staff must develop procedures to review the City's internal controls to ensure proper segregation of duties and that there is documentation of the review and approval of transactions and reconciliations in key control areas. Where internal control conflicts exist, if mitigating controls cannot be put in place to reduce the internal control risk, then either the ability to process the transaction or the access to the asset should be transferred to another appropriate employee.

Current Status:

Segregation of Duties for Customer Billings, Collections and Changes to the Customer Database
– Implemented

Super User Rights – See Item #2021-007 above.

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**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

**STATUS OF PRIOR YEAR
SIGNIFICANT DEFICIENCIES**

2020-001 Former LMI Housing Special Revenue Fund Budget

The City should ensure that budget appropriations that span multiple fiscal years are carried over into the subsequent fiscal year when the budget is prepared and adopted.

The Former LMI Special Revenue Fund's original and final budget for community development expenditures for the fiscal year ended June 30, 2020 was \$146,000. However actual expenditures for the year were \$3,296,125 due to a drawdown of the EAH Inc. Phase II loan for the Avena Bella affordable housing project in the amount of \$3,244,107, which created an unfavorable budget variance in the amount of \$3,150,125.

City staff stated that the budget for the project is a multi-year budget that had been included in the City's adopted budget each year until in a biannual budget that was adopted for fiscal years 2018 and 2019. The budget for the project was included in the fiscal year 2018 budget but was inadvertently left out of the 2019 budget. When the budget for fiscal year 2020 was created, since there was no line item for the project in the 2019 budget, the project was again inadvertently excluded from the 2020 budget.

Due to the exclusion of the line item in the fiscal year 2020 budget, the City had a material budget violation in the Former LMI Housing Special Revenue Fund for fiscal year 2020.

When preparing the budget for adoption each fiscal year, the City should review the prior year budget as well to determine if all multi-year projects have been rolled forward appropriately. In addition, the City should establish procedures to review budget versus actual variances in detail to ensure that all activities are accurately budgeted.

Current Status: Implemented.

2020-002 Segregation of Duties for Changes to the Vendor Database

The functions of payment processing and vendor database maintenance should be segregated.

During our review of the Accounts Payable process, we noted that two staff members who have the ability to process disbursements can also make changes to the vendor database without approval.

Although the City's accounting system can produce a Vendor Change Report that shows what changes have been made to the vendor database, there are currently no procedures in place for this report to be reviewed by an employee that cannot make changes to the vendor database.

If changes to the vendor database are not reviewed and approved, errors or unauthorized changes may go undetected.

The City should implement procedures to include a review of the report by an employee that is not able to make changes to the vendor database to ensure unauthorized changes to the database are not made.

Current Status: Implemented.

CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL

STATUS OF PRIOR YEAR
SIGNIFICANT DEFICIENCIES

2019-001 General Fund Budgets and Available Fund Balances

As noted in prior year comment 2018-001, without a doubt the City's General Fund budget and liquidity are a top priority. As of June 30, 2019, General Fund cash balances amounted to \$6.35 million and General Fund assigned and unassigned fund balances amounted to \$9.09 million, an increase of \$662 thousand from the prior year. However, there are other significant facts we wish to bring to your attention:

- The City established a General Fund Emergency/Contingency Reserve with a required balance of \$6,500,000, which is reported within the unassigned fund balance of the General Fund. As of June 30, 2019, unassigned fund balance in the General Fund totaled \$8.56 million, leaving only \$2.06 million for other purposes.
- While fiscal year 2019 revenues in the General Fund increased by \$2.59 million from the prior year, the current year expenditures increased \$2.94 million. When combined with other activity in the fund, fund balance declined by \$780 thousand at year end.
- The net fund deficit in the Engineering Internal Service Fund of \$5.96 million discussed in comment 2018-005 below may need to be eliminated by future funding from the General Fund or the Equipment Pool Internal Service Fund.
- Further, the amounts do not consider future cost increases for retirement and retiree healthcare costs, which have unfunded liabilities that total approximately \$76.6 million. Although the City has continued to fund the annual required contributions for retirement and these liabilities are not expected to be due and payable in the near-term, future increases in the liabilities due to assumption changes could have an impact on future cash flows as annual contribution requirements escalate.

During this year's audit, we again reviewed the City's financial condition and it appears that the City had sufficient resources available that it could continue as a going concern through June 30, 2020. However, if deficit spending were to continue, it reduces the likelihood that the City will be able to continue as a going concern, meaning the City is able to pay its bills on time. With our next audit we will again be required to review the City's financial condition and determine the likelihood of the City's status as a going concern.

The City must develop procedures to monitor actual revenues and expenditures to ensure they are in line with expected results. Close management and comparison of actual activity against the budget will be needed to ensure further costs reductions are made as necessary. Lastly, staff must determine a minimum cash balance needed for the "dry spell" and to finance cash flows for the overall City. The City must ensure this minimum cash balance requirement is not depleted.

Update for June 30, 2021:

Unassigned fund balance in the General Fund was \$19.0 million at June 30, 2021, leaving \$12.5 million available for other purposes, once the \$6.5 million of General Fund Emergency/Contingency Reserve is subtracted from the total unassigned fund balance.

**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

**STATUS OF PRIOR YEAR
SIGNIFICANT DEFICIENCIES**

2019-001 General Fund Budgets and Available Fund Balances (Continued)

Fiscal year 2021 revenues in the General Fund increased by \$10.5 million, with the implementation of the Measure A sales tax contributing \$3.2 million of the increase from the prior year, while current year expenditures increased by \$1.9 million.

The net deficit of Engineering Internal Service Fund decreased by \$560 thousand from the prior year, however the deficit is still \$5.1 million.

Further, retirement and retiree healthcare costs have unfunded liabilities that total approximately \$105.5 million. Although the City has continued to fund the annual required contributions for retirement and these liabilities are not expected to be due and payable in the near-term, future increases in the liabilities due to assumption changes will have an impact on future cash flows as annual contribution requirements escalate.

Current Status:

General Fund's fund balance increased \$10m in current year, ending its fund balance at \$22m at June 30, 2021.

Management has determined to move the Engineering Internal Service Fund into the General Fund to reduce and eliminate the deficit. This will occur during Fiscal Year 2023-2024 per the approval of the City Council during the adoption of the Fiscal Year 2023-2024 Budget council meeting.

**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

**STATUS OF PRIOR YEAR
SIGNIFICANT DEFICIENCIES**

2019-002 Review and Approval of Vendor Database Changes

Good internal controls require that employees with access to the City's assets not have access to the City's accounting records for the same assets. As an example, employees with access to the vendor database should not also have access to processing accounts payable. If segregation of those duties is not possible, changes to the vendor database should be reviewed and approved by another employee who does not process accounts payable.

During our review of the Accounts Payable process, we noted that a Senior Accountant and the Purchasing Coordinator have access to add and approve vendors without approval by a second person. There are other employees that can add or change vendor information in the database, but only the Senior Accountant and the Purchasing Coordinator can approve those changes.

We understand the Senior Accountant was given the rights to make such changes, because she is the backup for the Purchasing Coordinator. We also understand that the system cannot generate a vendor change history report to facilitate the periodic review of all changes made.

If changes to the vendor database are not reviewed and approved, errors or unauthorized changes may go undetected.

The City should determine whether the system access can be modified to ensure that changes made by the Senior Accountant or the Purchasing Coordinator are approved by the other person, since they are the only two that can approve changes. In the event this is not possible, since the system cannot generate a report of changes, the City must develop a manual process to review and approve changes to the vendor database by these employees.

Current Status: Implemented.

CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL

STATUS OF PRIOR YEAR
SIGNIFICANT DEFICIENCIES

2018-001 General Fund Budgets and Available Fund Balances

Without a doubt the City's General Fund budget and liquidity are a top priority. As of June 30, 2018, General Fund cash balances amounted to \$10.4 million, however General Fund assigned and unassigned fund balances amounted to only \$9.7 million, a reduction of \$1.1 million from the prior year. Other significant facts we wish to bring to your attention include:

- The City established a General Fund Emergency/Contingency Reserve with a required balance of \$6,500,000, which is reported within the unassigned fund balance of the General Fund. As of June 30, 2018, unassigned fund balance in the General Fund totaled \$6.98 million, leaving only \$498 thousand for other purposes.
- While fiscal year 2018 revenues in the General Fund increased by \$1 million from the prior year, the current year expenditures increased \$3.6 million. When combined with other activity in the fund, fund balance declined by \$1.3 million at year end.
- The fiscal year 2019 budget anticipated deficit spending in the General Fund of \$3.91 million as of March 2019, which was later reduced to \$2.85 million in June 2019. We understand the City worked to reduce the structural deficit with the adoption of the fiscal year 2020 budget, but it appears that the unassigned fund balance may fall below the required balance of the Emergency/Contingency Reserve.
- The net fund deficit in the Engineering Internal Service Fund of \$1.9 million discussed in comment 2018-005 below may need to be eliminated by future funding from the General Fund or the Equipment Pool Internal Service Fund.
- The streets component of the Gas Tax/Street Improvement Special Revenue Fund deficit of \$227,016 discussed in comment 2018-006 below is expected to be eliminated by a future transfer from the General Fund.
- The City also has long-term liabilities for unpaid compensated absences approximating \$3 million.
- Further, the amounts do not consider future cost increases for retirement and retiree healthcare costs which have unfunded liabilities that total approximately \$75.3 million.

During this year's audit, we reviewed the City's financial condition and it appears that the City had sufficient resources available that it could continue as a going concern through June 30, 2019. However, if deficit spending were to continue, it reduces the likelihood that the City will be able to continue as a going concern, meaning the City is able to pay its bills on time. With our next audit we will again be required to review the City's financial condition and determine the likelihood of the City's status as a going concern.

The City must develop procedures to monitor actual revenues and expenditures to ensure they are in line with expected results. Close management and comparison of actual activity against the budget will be needed to ensure further costs reductions are made as necessary. Lastly, staff must determine a minimum cash balance needed for the "dry spell" and to finance cash flows for the overall City. The City must ensure this minimum cash balance requirement is not depleted.

Current Status:

See comment 2019-001.

**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

**STATUS OF PRIOR YEAR
SIGNIFICANT DEFICIENCIES**

2018-002 Supporting Documentation for Payroll Special Pay Rates

Additional employee pay should be supported by appropriate documentation to determine if it is allowable and calculated accurately. The documentation should be retained for reference and to support calculations for the additional pay.

We selected twenty-five employee payroll disbursements to recalculate gross pay and trace to supporting documentation, trace additional incentive pays to supporting documentation such as a Memorandum of Understanding (MOU) and trace gross pay to the general ledger. We noted one employee that received a \$25 stipend for “City Treasurer/Dep City,” four employees who received additional pay for a uniform allowance in the amount of \$7.26, one employee who received additional pay for a uniform allowance in the amount of \$9.36 and one employee who received additional pay for a uniform allowance in the amount of \$8.78, but City staff was unable to provide support for how the stipend or uniform allowances were calculated or if they were allowable under the City’s policies. In addition, the six employees that received the uniform allowances were all members of the Turlock City Employees Association (TCEA) and the current Memorandum of Understanding with TCEA (November 1, 2017-June 30, 2018) includes a provision for uniforms to be provided to certain employees, but makes no mention of an allowance, other than an annual reimbursement of up to \$250 for safety shoes.

Without appropriate supporting documentation we are unable to determine if the stipend and the uniform allowances paid to the employees are accurate and allowable.

We understand that there has been a turnover in staffing in the Payroll Department, resulting in confusion on how to calculate the uniform allowances or the bases for the stipend and uniform allowance payments to the employees.

The City should determine whether the employee receiving the stipend is eligible to receive it and all applicable employees are eligible to receive a uniform allowance and if so, what the correct supporting documentation for uniform allowances is for the applicable employees and then review the stipend and uniform allowance payments to ensure they are correct. In addition, all supporting documentation for all City pay types should be kept on file so it can be provided for review when necessary.

Current Status: Implemented.

**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

**STATUS OF PRIOR YEAR
SIGNIFICANT DEFICIENCIES**

2018-004 Periodic Billing for Reimbursable Grant Projects

The City has a number of projects and programs that are fully or partially funded by federal grants on a reimbursement basis. As the City incurs related project or program costs, timely grant reimbursement requests should be prepared and filed with the grantor to minimize the time between disbursement and reimbursement. Cash management of grant funded projects is vital to the continuation and successful completion of the projects. If grant funds are not requested timely, the funding source may no longer have available funds for reimbursement or funds may be deprogrammed by the grantor.

During our testing of expenditures and reimbursement requests related to the City's California Department of Transportation (CalTrans) federally funded grant projects, we noted one grant reimbursement for \$2.1 million filed in November 2018 included construction contract expenditures that dated back to August 2017 and we noted a second project with federally reimbursable construction contract expenditures incurred in June 2018 totaling \$227 thousand had not been billed to the grantor as of August 2019.

Although the City's federally funded street improvement projects through CalTrans require project billings at least once every six months, the City is permitted to submit reimbursement requests on a more frequent basis.

City staff indicated that reimbursement for construction contract costs is requested only once at the end of the project with the Final Report of Expenditures, after the Notice of Completion is accepted by the City Council. During construction, the City requests reimbursement for staff time only.

The City should develop procedures to ensure grant reimbursement requests are prepared and submitted periodically as costs are incurred, at least quarterly or semi-annually, not only to improve cash flow but to match expenditures with associated revenues in the same period.

Current Status: Implemented.

**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

**STATUS OF PRIOR YEAR
SIGNIFICANT DEFICIENCIES**

2018-005 Develop a Funding Plan for the Engineering Internal Service Fund Net Position Deficit

Fund activities should be monitored throughout the fiscal year to ensure resources are available to fund current year activities and plans should be established to eliminate any deficits that may have accumulated from prior year activity.

As of June 30, 2018, the Engineering Internal Service Fund reported an unrestricted net position deficit of \$6.83 million, an increase of \$780 thousand from the prior year, and the Fund had a short-term payable to the Equipment Pool Internal Service Fund of \$2.56 million.

We understand that the City had previously adopted fees and user charges to allow the Engineering Division to recover 100% of its costs associated with the issuance of certain permits and tasks. However, that only relates to current activities and does not work to reduce or eliminate the accumulated fund deficit. Although \$4.9 million of the fund's deficit net position is related to the long-term pension and OPEB liabilities, that leaves a remaining deficit of \$1.9 million. And, we noted that the City's amended fiscal year 2019 budget anticipates an increase to the deficit of \$872 thousand. Although the fiscal year 2020 budget shows no planned change in the deficit, it includes a budgeted transfer of \$295 thousand from the General Fund to achieve that goal.

In addition, the deficit in the fund has been present for at least the last six years, so it appears that the interfund payable will not be repaid within one year. The City should determine whether the short-term interfund loan should be converted to a long-term advance. And, any advance established should have clear repayment terms.

Update for June 30, 2019:

As of June 30, 2019, the Engineering Internal Service Fund reported an unrestricted net deficit of \$6.78 million, a decrease of \$50 thousand from the prior year, and the Fund had a short-term payable to the General Fund of \$2.89 million.

Update for June 30, 2021:

As of June 30, 2021, the Engineering Internal Service Fund reported an unrestricted net deficit of \$5.14 million, a reduction to the net deficit by \$559 thousand from the prior year, and the Fund had a short-term payable to the General Fund of \$2.13 million.

The City must perform a review of the activities in the Fund to determine if costs can be reduced or rates adjusted to eliminate the net position deficit and provide funds for repayment of the interfund borrowing. If the advance or short-term loan is not expected to be repaid within a reasonable period of time, Generally Accepted Accounting Principles require that the interfund balances be reduced and the amount that is not expected to be repaid should be reported as a transfer from the fund that made the loan to the fund.

In addition, the City should determine whether it is appropriate to continue reporting the Fund as an internal service fund, which is expected to recover its costs on an annual basis. If the Fund is not going to recover its costs on an annual basis, it should instead be reported as a component of the General Fund.

Current Status:

Management has determined to move the Engineering Internal Service Fund into the General Fund to reduce and eliminate the deficit. This will occur during Fiscal Year 2023-2024 per the approval of the City Council during the adoption of the Fiscal Year 2023-2024 Budget council meeting.

**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

**STATUS OF PRIOR YEAR
SIGNIFICANT DEFICIENCIES**

2018-008 Retention of Retiree Personnel Files to Support Pension and Other Post-Employment Benefits (OPEB) Census Data File

The City must maintain personnel records to ensure the accuracy of pension and OPEB census data files, census data should be reviewed for accuracy prior to being submitted to the actuary and census data in the actuarial reports should be reconciled to the City's payroll records to ensure accuracy.

We selected fifty-three active and retiree personnel for the City's OPEB plans for testing of eligibility to receive benefits and inclusion in the June 30, 2017 census data files based on various criteria, including newly eligible employees during the period to the census data, active employees and retirees in the census data and active employees in the payroll register to trace to census data. During our testing, we noted that 2 former employee personnel files could not be located, and we noted 3 active employees that appeared to be eligible to participate in the Plan that were not included in the census data file.

The 2 missing personnel files could not be located by the Human Resources Department, because we understand they had been destroyed in a prior year in compliance with the City's records retention policy. As for the active employees that were not included in the census data file, we understand that staff turnover in employees responsible for preparing the census data may have contributed to the error.

In response to our exceptions, City staff reviewed the census data file and payroll records as of June 30, 2017 and determined that there were 28 individuals who should have been included in the census report, because they departed from the City after July 1, 2017 and 25 individuals were incorrectly included in the census report, because they had been hired after July 1, 2017.

Update for June 30, 2020:

We selected thirty-three active personnel of the City's OPEB plans for testing of eligibility to receive benefits and inclusion in the June 30, 2019 census data files based on various criteria. During our testing, we noted that the gender information of two employees and hiring date of one employee in the census data do not agree to the information in their personnel files.

Update for June 30, 2021:

Actuarial valuations for OPEB are completed every two fiscal years, therefore the census data will be tested again during the fiscal year ended June 30, 2022.

Without proper review of the census data transmitted to the actuary, there is a risk of incorrect data being submitted which may affect the City's actuarial data results.

The City must develop record keeping, review and reconciliation procedures to ensure the pension and OPEB census data is supported, up to date and accurate. In the event the City records retention policy does not provide for retention of personnel files for retirees still receiving benefits, at a minimum, the policy should be revised to require the retention of personnel data to support the documentation of eligibility to receive the benefits.

Current Status:

The Human Relations Department has updated its procedures to ensure the retention of personnel files for retirees still receiving benefits beyond the City's Record Retention Schedule. This procedure will maintain the personnel data to support the documentation of eligibility to receive the benefits.

**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

**STATUS OF PRIOR YEAR
SIGNIFICANT DEFICIENCIES**

2015-005 Compliance with the Investment Policy

We reviewed the City's April 2015 Investment Policy for compliance with the California Government Code requirements and the City's compliance with the provisions of the Policy and noted the following:

- a. Section 7, Authorized Financial Dealers and Institutions, of the Policy requires an annual review of the financial condition of financial dealers and institutions with which the City invests and have current financial statements on file for each financial institution. We understand the City does not perform an annual review of the financial condition of financial dealers and institutions and no current audited financial statements are on file for each of the dealer and institution with which the City invests as stipulated by the Policy.
- b. Section 9, Collateral, of the Policy indicates "compliance with collateralization requirements will be by verified by annual confirmation by the City's Independent Auditors." The City's internal control over investments should not include the work performed by the external auditors. By including this statement in the Policy, the City is mandating audit procedures to be performed by the external auditors and including the external auditors as part of the City's internal controls. In addition, we were not engaged to perform the procedures under this requirement.
- c. Section 13, Internal Control, of the Policy requires the Policy to be reviewed by an independent auditor, to provide internal control by assuring compliance with policies and procedures. We understand such a review has not taken place and we are not engaged to complete this review. And, again, external auditors should not be included as part of the City's internal controls.

The City should either comply with the provisions of the Policy and engage us to perform a separate Agreed-Upon Procedures engagement to complete the independent review, revise the requirement to include a review by City staff not involved with the investment procedures, or remove the requirement.

- d. Section 15, Reporting, of the Policy requires monthly Treasurer's reports to the City Council, and California Government Code 53646 states the Treasurer's Report shall be submitted within 30 days following the end of the period covered by the report. The June 2015 Treasurer's Report was not provided to the Council until late in August 2015.

The City should develop procedures to comply with the Authorized Financial Dealers provisions of its Investment Policy or revise the Policy to reflect the current practices, and the Collateral and Internal Control sections of the Policy should be revised to impose requirements upon City staff and not the external auditors. Finally, the City should develop procedures to comply with the monthly reporting requirements of the Policy and the California Government Code in a timelier manner.

Update at June 30, 2016: The City has not revised its Investment Policy, therefore the issues with Sections 7, 9 and 13 discussed above have not yet been addressed. We did note that the City implemented procedures to comply with the provisions of Section 15 of the Policy during fiscal year 2016.

**CITY OF TURLOCK
MEMORANDUM ON INTERNAL CONTROL**

**STATUS OF PRIOR YEAR
SIGNIFICANT DEFICIENCIES**

2015-005 Compliance with the Investment Policy (Continued)

Update at June 30, 2017: The City has not revised its Investment Policy, therefore the issues with Sections 7, 9 and 13 discussed above have not yet been addressed. We selected the March 2017 for testing of compliance with Section 15 of the Policy and noted it was not provided to the Council until July 5, 2017.

Update at June 30, 2018: The City has not revised its Investment Policy, therefore the issues with Sections 7, 9 and 13 discussed above have not yet been addressed. We selected the April 2018 Treasurer's Report for testing of compliance with Section 15 of the Policy and noted it was not provided to the Council until July 2018.

Update at June 30, 2019: The City has not revised its Investment Policy, therefore the issues with Sections 7, 9 and 13 discussed above have not yet been addressed. We selected the June 2019 Treasurer's Report for testing of compliance with Section 15 of the Policy and noted it was not provided to the Council until September 2019.

The City should develop procedures to comply with the Authorized Financial Dealers provisions of its Investment Policy or revise the Policy to reflect the current practices, and the Collateral and Internal Control sections of the Policy should be revised to impose requirements upon City staff and not the external auditors. Finally, the City should develop procedures to comply with the monthly reporting requirements of the Policy and the California Government Code in a timelier manner.

Current Status: Implemented.

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**CITY OF TURLOCK
REQUIRED COMMUNICATIONS
FOR THE YEAR ENDED JUNE 30, 2021**

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**CITY OF TURLOCK
REQUIRED COMMUNICATIONS**

For the Year Ended June 30, 2021

Table of Contents

	<u>Page</u>
<i>Required Communications</i>	1
Significant Audit Matters	1
<i>Accounting Policies</i>	1
<i>Unusual Transactions, Controversial or Emerging Areas</i>	2
<i>Accounting Estimates</i>	2
<i>Disclosures</i>	3
<i>Difficulties Encountered in Performing the Audit</i>	3
<i>Corrected and Uncorrected Misstatements</i>	3
<i>Disagreements with Management</i>	3
<i>Management Representations</i>	3
<i>Management Consultations with Other Independent Accountants</i>	4
<i>Other Audit Findings or Issues</i>	4
Other Information Accompanying the Financial Statements.....	4

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REQUIRED COMMUNICATIONS

To the City Council of
the City of Turlock, California

We have audited the basic financial statements of the City of Turlock, California, for the year ended June 30, 2021. Professional standards require that we communicate to you the following information related to our audit under generally accepted auditing standards, *Government Auditing Standards* and the *Uniform Guidance*.

Significant Audit Matters

Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note #1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the year, except as follows:

GASB 84 – *Fiduciary Activities*

The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported.

This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities.

The pronouncement became effective, and as disclosed in Note 8E to the financial statements required a prior period restatement for the cumulative effect on the financial statements.

GASB 90 – *Majority Equity Interests (an amendment of GASB Statements No. 14 and No. 61)*

The primary objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. It defines a majority equity interest and specifies that a majority equity interest in a legally separate organization should be reported as an investment if a government's holding of the equity interest meets the definition of an investment. A majority equity interest that meets the definition of an investment should be measured using the equity method, unless it is held by a special-purpose government engaged only in fiduciary activities, a fiduciary fund, or an endowment (including permanent and term endowments) or permanent fund. Those governments and funds should measure the majority equity interest at fair value.

The pronouncement became effective, but did not have a material effect on the financial statements.

Unusual Transactions, Controversial or Emerging Areas

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

Estimated Fair Value of Investments: As of June 30, 2021, the City held approximately \$293.4 million of cash and investments as measured by fair value as disclosed in Note 3 to the Financial Statements. Fair value is essentially market pricing in effect as of June 30, 2021. These fair values are not required to be adjusted for changes in general market conditions occurring subsequent to June 30, 2021.

Estimated Depreciation: Management's estimate of the depreciation is based on useful lives determined by management. These lives have been determined by management based on the expected useful life of assets as disclosed in Note 6 to the financial statements. We evaluated the key factors and assumptions used to develop the depreciation estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Estimated Compensated Absences: Accrued compensated absences, which are comprised of accrued vacation and sick leave, is estimated using accumulated unpaid leave hours and hourly pay rates in effect at the end of the fiscal year and are disclosed in Note 11 to the financial statements. We evaluated the key factors and assumptions used to develop the accrued compensated absences and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Estimated Net Pension Liabilities and Pension-Related Deferred Outflows and Inflows of Resources: Management's estimate of the net pension liabilities and deferred outflows/inflows of resources are disclosed in Note 9 to the financial statements and are based on accounting valuations determined by the California Public Employees Retirement System, which are based on the experience of the City. We evaluated the key factors and assumptions used to develop the estimates and determined that they are reasonable in relation to the basic financial statements taken as a whole.

Estimated Total OPEB Liability and OPEB-Related Deferred Outflows and Inflows of Resources: Management's estimate of the net OPEB liability and deferred outflows/inflows of resources are disclosed in Note 10 to the financial statements and are based on an actuarial study determined by a consultant, which is based on the experience of the City. We evaluated the key factors and assumptions used to develop the estimates and determined that they are reasonable in relation to the basic financial statements taken as a whole.

Estimated Liability for Claims Payable: Management's estimate of the liability for claims payable is disclosed in Note 11 to the financial statements and is based on claims reserves determined by a consultant, which is based on the claims experience of the City. We evaluated the key factors and assumptions used to develop the estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Disclosures

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit. However, the audit was delayed significantly due to the turnover of staff in the Finance Department and the need for interim/acting personnel and new Finance staff to complete analyses and schedules needed to complete the audit. In addition, the completion of our audit was further delayed, because the response letter from the City's legal counsel was over eleven months late. We asked management to contact the attorney to request accelerated processing of the response, but in spite of management's request, the letter was late in arriving.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, except for the adjustment to correct capital assets, long-term debt, other postemployment benefits, pension and related balances, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Professional standards require us to accumulate all known and likely uncorrected misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We have no such misstatements to report to the City Council.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in a management representation letter dated June 6, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the City’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Information Accompanying the Financial Statements

We applied certain limited procedures to the required supplementary information that accompanies and supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the required supplementary information and do not express an opinion or provide any assurance on the required supplementary information.

We were engaged to report on the supplementary information, which accompanying the financial statements but are not required supplementary information. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of City Council and management and is not intended to be, and should not be, used by anyone other than these specified parties.



Pleasant Hill, California
June 6, 2023

City Council Staff Report

September 26, 2023



From: Salena Estrada, Water Treatment Plant Manager

Prepared by: Janice Virgo, Staff Services Assistant

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the First Amended and Restated Agreement between the City of Turlock and Operational Technical Services, LLC, to provide senior water treatment plant operator services for a maximum annual compensation amount of \$1,638,794 and an option for a one year extension with a total maximum compensation of \$3,277,588 if the extension option is exercised, and appropriating \$1,638,794 in Fiscal Year 2023-2024 to Fund 450 SRWA (Stanislaus Regional Water Authority) expense account number 450-53-550.43314 "Contract Help - Service" and revenue account number 450-53-550.37435 "SRWA JPA (Fund 950) Reimbursement"

2. SYNOPSIS:

Approving the First Amended and Restated Agreement between the City of Turlock and Operational Technical Services, LLC, ("OTS") to provide senior water treatment plant operator services for a maximum annual compensation amount of \$1,638,794 and an option for a one year extension with a total maximum compensation of \$3,277,588 if the extension option is exercised, and appropriating \$1,638,794 in Fiscal Year 2023-2024 to Fund 450 SRWA (Stanislaus Regional Water Authority) expense account number 450-53-550.43314 "Contract Help - Service" and revenue account number 450-53-550.37435 "SRWA JPA (Fund 950) Reimbursement"

3. DISCUSSION OF ISSUE:

The City of Turlock has been continuously recruiting for the five (5) allocated positions of Water Treatment Plant Operator, Senior for the Stanislaus Regional Water Authority (SRWA) Water Treatment Plant. The City currently has one Senior Operator working at the plant and a second starting on October 2nd. To insure there are not delays for the project, staff is requesting to utilize Operational

Technical Services (OTS) to gap fill the remaining three (3) positions. This request is considered a short-term solution as we continue recruitment.

Across the state, communities are dealing with a shortage of water treatment plant operators. This shortage, largely due to retirements, is leaving many municipalities in need of replacements or short-term transition plans. Water Treatment Operators are critical to public health, as the State of California requires Water Treatment Operators pass certification examinations along with hands on experience operating a plant to obtain certifications. Water Treatment Operators must be knowledgeable about the operation, maintenance and cleaning of equipment and facilities, safety, first aid, chemical handling, sampling, and process control tests.

The current operational plan to ensure that full staffing levels is achieved in the future is to require Treatment Plant Operator II positions to obtain Terminal 3 certification within 18 months of hiring. This requirement will naturally create succession planning for the Senior positions.

The First Amended and Restated Agreement includes contingency planning for a “worst-case” scenario of the City utilizing five (5) temporary operators over a two (2) year period. Consequently, the annual not-to-exceed amount of \$1,638,794 is for five (5) operators working all shifts for a period of one (1) full year. As previously stated, two (2) positions have already been filled. Therefore, it is unlikely the City would use all the contact authority involving all five (5) positions but the full number of operators is built into the agreement as a contingency. It is estimated these three (3) temporary staffing personnel will cost \$83,273 per month.

Because of the time-sensitive nature of securing senior water treatment plant operators, the City entered into an initial agreement with OTS on September 15, 2023 under the City Manager’s contracting authority under TMC Section 2-7-08(e). A copy of that agreement with its spending limitation of \$100,000.00 is attached for reference.

Turlock City Employees Association (TCEA) will not oppose the City of Turlock’s short-term plan to temporarily fill these positions, as needed. The City of Turlock Human Relations Department will meet and confer again with TCEA in three (3) months after entering into a staffing agreement to ensure temporary staffing is only utilized when absolutely necessary.

As outlined in the Turlock Municipal Code §2-7-08 (b) “Bidding procedures are not required under the following circumstances regardless of the amount involved:” (3) “For contracts involving the obtaining of professional or specialized skill, such as, but not limited to, services rendered by attorneys, engineers, accountants, and specialized consultants.”

4. BASIS FOR RECOMMENDATION:

- A. In accordance with California Regulations Title 22 Code of Regulations Chapter 13 Operator Certification, the Shift Operator is in direct charge of the operation of a water treatment facility or distribution system for the duration of time the plant is running.
- B. The SRWA surface water treatment plant will provide water to both the City of Turlock and the City of Ceres on a continual basis, and thereby requires a Water Treatment Plant Operator, Senior leading the plant at all times.
- C. Furthermore, the Shift Operator must possess the minimum certification requirement as defined by the State of California and in accordance with California Regulations Title 22 Code of Regulations Chapter 13 Operator Certification.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

An annual amount not to exceed \$1,638,794 for the temporary staffing of Water Treatment Plant Operator, Senior, positions. All costs incurred are fully reimbursed by the Stanislaus Regional Water Authority (SRWA), per the City of Turlock operations agreement.

The annual not-to-exceed cost is for five (5) operators working all shifts for a period of one (1) full year. As previously stated, two (2) positions have already been filled. Therefore, this amount is a worst-case scenario. It is estimated these three (3) temporary staffing personnel will cost \$83,273 per month.

A budget amendment is necessary in the amount of \$1,638,794 for the Fiscal Year of 2023-2024 to expense account number 450-53-550.43314 "Contract Help - Service" and revenue account number 450-53-550.37435 "SRWA JPA (Fund 950) Reimbursement".

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Do not approve the Agreement. This alternative is not recommended as it will create non-compliance with the water supply permit along with state and federal regulations.

9. ATTACHMENTS:

- A. Draft Resolution
- B. Temporary Services for SRWA Contract No. 2024-56
- C. First Amended and Restated Agreement No. 2024-__

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of September, 2023, 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
OPERATIONAL TECHNICAL SERVICES, LLC
for
TEMPORARY SR. WATER TREATMENT PLANT OPERATOR SERVICES**

City Contract No. 2024-56

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and OPERATIONAL TECHNICAL SERVICES, LLC, a limited liability company (“Professional”), on this 15th day of September 2023 (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 temporary Sr. Water Treatment Plant Operator Services (the “Project”).

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

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

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

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

AGREEMENT

1. **Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and 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 14th day of September, 2024 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. **Extension of Agreement.** {Intentionally Omitted}

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

5. **Work.**

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

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

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

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

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

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

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

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work. Compensation for any additional Services shall not exceed One Hundred Thirty Seven Dollars (\$137.00) per hour.

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed One Hundred Thousand Dollars (\$100,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. {Intentionally Omitted}

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

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

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

8. Time of Performance. {Intentionally Omitted}

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 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 VII 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. 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.

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: Dale Goodman
156 S. Broadway, Suite 270
Turlock, CA 95380-5461

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

If to Professional: **Operational Technical Services, LLC**
Attn: David Sibelman
10250 Constellation Blvd., Ste 3-115
Los Angeles, CA 90067

With courtesy copies to:

Law Offices of Daniel J. Spielfogel
Attn: Daniel Spielfogel
2660 Townsgate Road, Suite 600
Westlake Village, California 91361

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

City of Turlock
Attn: Salena Estrada
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 906-2556
E-mail: sestrada@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

Operational Technical Services, LLC, a limited liability company

By: David S Sibelman
David S Sibelman, Chief Executive Officer
Print Name: David S Sibelman
Title: Chief Executive Officer
Date: 09/14/2023

CITY

City of Turlock, a California municipal corporation

By: Reagan M. Wilson
Reagan M. Wilson, City Manager

Date: 9/15/23

APPROVED AS TO SUFFICIENCY:

By: Dale Goodman
Dale Goodman, Municipal Services Director

APPROVED AS TO FORM:

By: George A. Petrolakis
George A. Petrolakis, City Attorney

ATTEST:

By: Julie Christel
Julie Christel, City Clerk
Donna Andriano, Asst. City Clerk



TASK ORDER

TASK ORDER NO. # 2023-001

JOB NAME: Sr. Water Treatment Plant Operator

OTS INFORMATION

NAME: Operational Technical Services, LLC
ADDRESS: 10250 Constellation Blvd, Ste 3-115
Los Angeles, CA 90067

CONTACT: David Sibelman, Chief Executive Officer
PHONE: (424) 203-6352
EMAIL: david@getots.com

THIS TASK ORDER is issued pursuant to that certain Agreement for Temporary Services by Independent On-Call Contract between City of Turlock("Client") and Operational Technical Services, LLC, also known as OTS, dated September 5th, 2023.

1. Project Name or Description: Senior Water Treatment Plant Operator
2. Premises: The Client's business premises is at or located near 1235 Aldrich Rd, Hughson, CA 95326, and shall be defined as the "Premises"
3. Reporting Supervisor Name/Role: Michael Powel Jr – Water Treatment Plant Supervisor
4. Duration of Services:
Start Date/Time: September 13th, 2023.
End Date: Upon notification from City.
Work Schedule: 12 Hours Per Day
5. Scope of Services:
The client seeks to obtain the services of OTS to provide a maximum of 5 Senior Water Treatment Plant Operators.

SUMMARY DESCRIPTION

This position will be to provide startup and commission support operators to the City of Turlock and to Stanislaus Regional Water Authority's new AWTO facility.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS

- Operate all necessary water treatment plant equipment to deliver potable water to the customers including plant flow and chemical feed rates.
- Operate pumps, valves, and other equipment manually and remotely.
- Inspect, adjust, and operate water treatment plant equipment as required.
- Conduct water treatment sampling and process analysis to effectively produce potable water, meeting all regulatory requirements.
- Maintain necessary reports and records.
- Observe and enforce safety rules.
- Supervise and train subordinate staff.

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- Monitor and control plant operations using SCADA.
- Understand the proper use and safe storage and handling of chemicals.
- Coordinate the delivery and receipt of plant chemicals and materials.
- Evaluate operations and maintenance activities within the area of responsibility and recommend improvements and modifications, document operation or maintenance procedures accordingly.
- Ensure potable water meeting all regulatory requirements is always delivered in the required quantities.
- Subject to rotating shifts, including nights, weekends, and holidays. On Call may be required.
- Maintain accurate records and prepare reports regarding plant operations and water quality.
- Ensure that all analyzers and monitoring equipment are appropriately sending and storing accurate information via a cyber-secure SCADA system.
- Monitor processes using a SCADA control system.
- Participate in and provide documentation for studies related to plant and filter rerating including operation of parallel pilot filters. Collate and analyze the data from the studies, prepare reports, and assist with reports prepared for the Division of Drinking Water (DDW) toward the goal of rating the plant for higher throughput.
- Participate in special projects or studies as assigned.
- Assist with the preparation of technical and administrative reports, and other written documents, including the submittal of all regulatory required reports.
- Operate specialized equipment involved in water treatment plant operations; assist maintenance staff with preventative and corrective maintenance; recommend equipment maintenance and replacement.
- Make critical decisions to resolve emergency situations.
- Participate in the planning and implementation of upgrades, changes or expansions of water treatment and conveyance facilities.
- Build and maintain positive relationships with staff, Cities employees, outside agencies, and the public through clear and concise communication.
- Other duties as assigned.

Knowledge, Skills, and Abilities:

Knowledge of:

- Principles and practices of water treatment, water transmission, and water storage.
- Drinking water quality regulations.
- Equipment, tools and materials use in the operation and maintenance of the water treatment plant.
- Safety rules and regulations.
- Hydraulics, applied mathematics, chemical metering, pumps, SCADA and chemicals used in water treatment.
- Water sampling and analysis, including jar testing.
- Regulatory reporting.
- Use of modern office equipment and applicable software.

Ability to:

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- Work with minimal supervision.
- Ability to follow oral and written instruction.
- Assess changing conditions and initiate appropriate action.
- Know appropriate laws, regulations, codes, and evaluate plant conformance.
- Understand and troubleshoot operations and maintenance problems and serve as a resource to staff to solve problems.
- Operate modern office equipment and software programs.
- Communicate clearly and concisely orally and in writing.
- Operate and maintain SCADA systems.
- Maintain and track chemical inventory, usage and order chemicals as needed

EDUCATION & EXPERIENCE

Any combination of education, training and experience that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and ability is as follows:

Education:

Equivalent to a high school diploma or GED certificate and six college units or CEU's in a related field or scholastic general education (i.e. Speech, Math, English, Science, Foreign Language etc.) and three college units or CEU's in Supervision or Management for a total of nine college units or CEU's.

Experience:

Two years of increasingly responsible experience in the operation and maintenance of a domestic water treatment plant, and operation of a water distribution system similar or greater in size and complexity to the SRWA plant, finished water transmission, and ancillary facilities including one year as operator in charge of a shift as a T-3 operator.

LICENSE AND/OR CERTIFICATES

LICENSE:

Possession of an appropriate, valid Class C California Driver's License at the time of appointment, to be maintained as a condition of continued employment.

Certificate(s):

- Possession of a valid California Water Treatment Operator T-3 Certificate at the time of appointment.
- Possession of a valid California Water Distribution Operator D-2 Certificate at the time of appointment.

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6. Break Requirement:

California law requires that within an 8 hour shift the Operator is entitled to a 30-minute break. This lunch break may be waived by mutual consent of both the Client and the Operator. If the Operator works over 10 hours in one day, they are entitled to a second lunch break of 30 min. The second meal period may not be waived if the first period is waived, however either meal period can be counted as work hours and compensated for at the normal hourly rate.

**EXHIBIT A
FEE SCHEDULE**

Included Insurance	Included Services
<ul style="list-style-type: none"> • \$1M Per Occurrence / \$2M Aggregate Unencumbered Commercial General Liability 	<ul style="list-style-type: none"> • Certified Payroll and Compliance Services
<ul style="list-style-type: none"> • 1M Commercial Auto Insurance; Non-Owner Vehicle 	<ul style="list-style-type: none"> • Operator Offered Paid Health Insurance
<ul style="list-style-type: none"> • \$5M Professional Liability 	<ul style="list-style-type: none"> • Meals (per diem) on Travel Assignments
<ul style="list-style-type: none"> • \$4M Umbrella Liability Coverage 	<ul style="list-style-type: none"> • Travel Costs (Flight, Mileage and Housing)
<ul style="list-style-type: none"> • \$1M Worker’s Compensation 	<ul style="list-style-type: none"> • Required Safety PPE
<ul style="list-style-type: none"> • \$5M Commercial Pollution Control Liability 	<ul style="list-style-type: none"> • Health and Safety Medical Screening
<ul style="list-style-type: none"> • \$5M Employment Practice Liability Insurance 	<ul style="list-style-type: none"> • Uniforms

OTS Fee Schedule	
Senior Water Treatment Plant Operator	Local Rate: \$110.60 Travel Rate: \$137.00 *(Includes Hotel, Mileage, and Per Diem Cost)

OTS does not bill increased margin for any hotel, mileage or per diem charges

Doubletime

If Operator works more than 12 hours in any workday or works any time more than eight hours on the seventh consecutive day of work in a workweek, Operator must be paid two (2.0) times the regular rate. OTS will charge 1.75 X on any hours deemed to be considered Double Time hours.

Workweeks are defined as a maximum of 5 days a week @ 12 hours per day. This work alternative work schedule has been approved for this contract only.

Local Bill Rate VS Travel Bill Rate:

OTS recognizes the need to provide highly skilled and certified professionals for all our Clients. Due to staffing shortages throughout the country, OTS will provide our Clients two options for potential operators to use on their projects.

Local Operator – any OTS-certified professional living within a 40-mile radius of the defined project.

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Travel Operator – any OTS-certified professional living outside the 40-mile radius of the defined project shall be deemed a Travel Operator. OTS provides our Travel Operator housing, local per diem rates, and mileage reimbursement. Mileage is travel to and from their domicile to the provided OTS housing and is paid every two weeks.

Client will be notified in writing which candidates are considered Local vs. Travel Operators.

Holiday Pay:

The Client agrees to pay OTS a rate of 1.5 times the normal Local Bill Rate or Travel Bill Rate for any hours worked on an approved holiday. The client will send their approved holiday calendar for OTS to use.

On-Call Support:

If an Operator is expected to provide On-Call support, they shall be compensated in the following manner:

- **Standby On-Call:** if OTS’s Operator is expected to remain in the vicinity of the Client system and in a ready-to-respond status during off hours on a day where they have already worked a shift, this time will be compensated as one (1) regular hour of time. On days where they have not worked a shift and are expected to remain in a ready-to-respond status (off days), time will be compensated as two (2) regular hours of time.
- **Activated On-Call:** If OTS’s Operator is called to respond to a system alarm or emergency after hours to Client’s system, then this time will be charged at a minimum of two (2) hours or for the total duration of time from departure from domicile to return to domicile, whichever is greater. Standard labor laws shall apply if the Operator happens to have accrued the appropriate number of hours to constitute overtime.

Billing Personnel Information:

Operational Technical Services:

City of Turlock:

Angela Carnaghi

 Print Name

 Print Name

Accounts Receivable

 Title

 Title

Angela@Getots.com

 Email

 Email

442-888-5058

 Phone Number

 Phone Number

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Operational Technical Services, LLC

City of Turlock

For: Operational Technical Services, LLC

For Client: City of Turlock

David S Sibelman
Print Name

Reagan M. Wilson
Print Name

Chief Executive Officer
Title

City Manager
Title

David S Sibelman
Signature

Reagan M. Wilson
Signature

09/14/2023
Date

9/15/23
Date

EXHIBIT A

**TEMP TO HIRE CONVERSION FEE SCHEDULE
EARLY CONVERSION OPTION**

Client has the right, upon notification to OTS, to hire any Temporary Employee to be a permanent Employee after 25 weeks of service or 1,000 hours worked. In the event Client chooses to convert the Temporary Employee prior to Temporary Employee completing 1,000 straight time hours, or approximately 25 weeks, on assignment, Client will pay OTS a conversion fee for a direct-hire placement fee according to the below schedule:

Number of Hours on Operational Technical Services Payroll	Percent (%) of Employee's Annual Salary
Less than 1,000 Hours	25%
1000 – 1250 Hours	20%
1251 – 1400 Hours	15%
1401+ 1600 Hours	10%
1601+ Hours	No Fee

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**FIRST AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF
TURLOCK
and
OPERATIONAL TECHNICAL SERVICES, LLC
for
TEMPORARY SR. WATER TREATMENT PLANT OPERATOR SERVICES**

City Contract No. 2024-56

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and OPERATIONAL TECHNICAL SERVICES, LLC, a limited liability company (“Professional”), on this 26th day of September 2023 (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 temporary Senior Water Treatment Plant Operator Services (the “Project”).

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

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

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

E. The Parties intend that this Agreement will replace that certain Agreement Between the City of Turlock and Operational Technical Services, LLC executed on September 15th (“Original Agreement”) under the City Manager’s authority under Turlock Municipal Code

Section 2-7-08(e) due to the time sensitive nature of securing Senior Water Treatment Plant Operators.

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 14th day of September, 2024 (“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. Compensation for any additional Services shall not exceed One Hundred Thirty Seven Dollars (\$137.00) per hour.

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional for the term of the Original Agreement and the term of the Agreement up to One Million Six Hundred Thirty-Eight Thousand Seven Hundred Ninety-Four and No/100^{ths} Dollars (\$1,638,794.00) in accordance with Exhibit "A" attached hereto and made a part hereof. 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 if the extension in Section 3 is exercised shall not exceed Three Million Two Hundred Seventy-Seven Thousand Five Hundred Eighty-Eight and No/100^{ths} Dollars (\$3,277,588.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. {Intentionally Omitted}

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

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

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

8. Time of Performance. {Intentionally Omitted}

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 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 VII 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. 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.

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: Dale Goodman
156 S. Broadway, Suite 270
Turlock, CA 95380-5461**

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

If to Professional: **Operational Technical Services, LLC
Attn: David Sibelman
10250 Constellation Blvd., Ste 3-115
Los Angeles, CA 90067**

With courtesy copies to: **Law Offices of Daniel J. Spielfogel
Attn: Daniel Spielfogel
2660 Townsgate Road, Suite 600
Westlake Village, California 91361**

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

City of Turlock
Attn: Salena Estrada
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 906-2556
E-mail: sestrada@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

Operational Technical Services, LLC, a limited liability company

By: _____
David S Sibelman, Chief Executive Officer

Print Name: _____

Title: _____

Date _____

CITY

City of Turlock, a California municipal corporation

By: _____
Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Dale Goodman, Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk

City Council Staff Report

September 26, 2023



From: Erik Schulze, Public Works Director

Prepared by: Randall Jones, P.E., Associate Civil Engineer

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriate \$95,000.00 from Fund 218 Measure L unallocated reserves to Fund 218 "Measure L" account number 218-40-461.48001_329 "Transfers Out F215 Pedras Rehab" and account number 215-40-420-38001_329 "Transfers In From F218 Pedras Rehab" to be expensed from account number 215-40-420.51210 "Federal Streets Project" to provide necessary funding for City Project No. 21-021 "Pedras Road Rehabilitation"

Resolution: Awarding bid and approving an Agreement with Sinclair General Engineering Construction of Oakdale, California in the amount of \$1,484,336.29 and authorizing a contingency amount of \$148,000.00 (10%) for construction of City Project No. 21-021 "Pedras Road Rehabilitation" to be funded by Fund 215 "Streets -Grant Funded Projects," account number 215-40-420.51210 "Federal Streets Project," and funded in part by the federal Surface Transportation Improvement Program (STIP)

2. SYNOPSIS:

The proposed actions are related to construction of City Project No. 21-021 "Pedras Road Rehabilitation": appropriating funding and awarding the bid and approving an Agreement with Sinclair General Engineering Construction of Oakdale, California.

3. DISCUSSION OF ISSUE:

On October 11, 2022, City Council approved the advertisement for construction bids for City Project No. 21-021 "Pedras Road Rehabilitation," a project that will rehabilitate aged pavement on Pedras Road between Geer Road. and N. Golden State Boulevard. Project plans and specifications were prepared by the consulting engineering firm, NorthStar Engineering, under contract with the City. The scope of work will include construction of accessible pedestrian ramps, infill curb, gutter,

sidewalk, and driveway approaches in select areas, reconstructing the asphalt concrete roadway, and placement of new traffic striping.

City staff advertised this project on August 9, 2023, through the Turlock Journal and on the City's website for construction projects. On August 31, 2023, six (6) bids were received for City Project No. 21-021 "Pedras Road Rehabilitation."

Bid Summary:

BIDDER	BID AMOUNT
Sinclair General Engineering Construction; Oakdale, CA	\$1,484,336.29
United Pavement Maintenance; Hughson, CA	\$1,603,855.00
Dirt Dynasty; Farmington CA	\$1,663,920.00
Tracy Grading and Paving Inc.; Tracy, CA	\$1,859,013.00
George Reed, Inc.; Modesto, CA	\$1,887,655.00
Bay Cities Paving and Grading; Concord, CA	\$1,905,100.00

Staff reviewed the bids for bidder responsiveness and responsibility and recommends approval of an agreement with Sinclair General Engineering Construction of Oakdale, California, as the lowest responsive, responsible bidder with a bid amount of \$1,484,336.29.

4. BASIS FOR RECOMMENDATION:

- A. Additional funding is necessary to complete City Project No. 21-021 "Pedras Road Rehabilitation".
- B. Per the Public Contract Code, § 20160 et seq., the City Council has the discretion to decide if a project shall be awarded to the lowest responsible bidder submitting a responsive bid, or if all bids should be rejected.
- C. Project No. 21-021 "Pedras Road Rehabilitation" has been awarded partial funding through the federal Surface Transportation Improvement Program (STIP) grant.
- D. Staff recommends Council approval of a contract change order contingency amount of \$148,000 in accordance with Resolution No. 2023-070. This equates to 10.0% of the construction contract price and is considered an average amount for a project such as this.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

The total estimated project costs are shown in the table below:

Preliminary Engineering <i>-City Engineering</i>	\$ 25,000.00
Road core samples <i>-Universal Engineering Sciences</i>	\$ 4,270.00
Design Engineering <i>-NorthStar Engineering Group</i>	\$ 71,750.00
Construction Contract <i>-Sinclair General Engineering Construction</i>	\$1,484,336.29
Construction Contingency	\$ 148,000.00
Project Management, Construction Management, and Inspection <i>-City Engineering</i>	\$ 85,000.00
Construction Staking and Surveying <i>-Firm TBD*</i>	\$ 50,000.00
Construction Materials Testing <i>-Firm TBD*</i>	\$ 35,000.00
Total Estimated Project Cost	\$1,903,356.29

*These services will be solicited from existing consultants with current retainer agreements with the City before these services are needed

All project expenses are charged to account number 215-40-420.51210 “Federal Streets Project,” which is the account utilized for all expenditures on capital improvement projects that include federal or state grant funding of roadway projects. This project is partially funded through a federal Surface Transportation Improvement Program (STIP) grant in the amount of \$873,883. The local funding source for the remaining project funding is Measure L (Streets and Roads).

Project funding is anticipated to be as follows:

Federal aid (STIP)	\$ 873,883.00
<u>Measure L (Streets and Roads)</u>	<u>\$1,029,473.29</u>
Total Funding Required	\$1,903,356.29

Of the \$1,029,473.29 in local match dollars required for this project, \$939,000 has already been transferred from Fund 218 (Measure L) to Fund 215 (Streets – Grant Funded Projects) in the Fiscal Year 2022-23 budget. An additional budget appropriation is required to complete the local match funding required for this project.

Local match – Fiscal Year 2022-23	\$ 939,000.00
<u>Local match appropriation – Fiscal Year 2023-24</u>	<u>\$ 90,473.29</u>
Total local match	\$1,029,473.29

While the minimum estimated appropriation amount is \$90,473.29, Staff requests the value be rounded up to \$95,000. Excess local match amounts will be transferred back into the original source fund (Measure L) upon completion of the project.

6. STAFF RECOMMENDATION:

Staff recommends approval.

7. CITY MANAGER’S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

This action is exempt from CEQA per Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines as this section exempts projects that involve negligible expansion of use of the existing facility. This project includes installing improvements within the current right-of-way to make repairs to an existing improvement.

9. ALTERNATIVES:

- A. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because the improvements are needed and funds are available for this purpose. Further, the federal grant funds may not be used for any purpose nor any other location.
- B. Council could approve a contract change order contingency amount different from that recommended by Staff in the amount of \$148,000.00. Staff does not recommend this alternative because this equates to 10% of the construction contract price and is considered an average amount for a project such as this.
- C. Provide staff with direction on how to proceed.

10. ATTACHMENTS:

- A. Draft Resolution – appropriation
- B. Draft Resolution – award of bid and approval of agreement with Sinclair General Engineering Construction
- C. Site Map
- D. Bidder’s Summary
- E. Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
 \$95,000.00 FROM FUND 218 MEASURE L }
 UNALLOCATED RESERVES TO FUND 218 }
 "MEASURE L" ACCOUNT NUMBER 218-40- }
 461.48001_329 "TRANSFERS OUT F215 }
 PEDRAS REHAB" AND ACCOUNT NUMBER }
 215-40-420-38001_329 "TRANSFERS IN }
 FROM F218 PEDRAS REHAB" TO BE }
 EXPENSED FROM ACCOUNT NUMBER 215- }
 40-420.51210 "FEDERAL STREETS }
 PROJECT" TO PROVIDE NECESSARY }
 FUNDING FOR CITY PROJECT NO. 21-021 }
 "PEDRAS ROAD REHABILITATION" }

RESOLUTION NO. 2023-

WHEREAS, the scope of City Project No. 21-021 "Pedras Road Rehabilitation" (project) includes replacing aging asphalt, access ramps, and striping; and

WHEREAS, additional local funding for the project is necessary; and

WHEREAS, such funding is available by appropriation from Fund 218 Measure L unallocated reserves; and

WHEREAS, Fund 218 unallocated reserves are a suitable source of local funding for the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$95,000.00 from Fund 218 Measure L Local Streets and Roads unallocated reserves to Fund 218 "Measure L" account number 218-40-461.48001_329 "Transfers Out F215 Pedras Rehab" and account number 215-40-420-38001_329 "Transfers In From F218 Pedras Rehab" to be expensed from account number 215-40-420.51210 "Federal Streets Project" to provide necessary funding for City Project No. 21-021 "Pedras Road Rehabilitation".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of September, 2023, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby award bid and approve an Agreement with Sinclair General Engineering Construction of Oakdale, California in the amount of \$1,484,336.29 and authorizing a contingency amount of \$148,000.00 (10%) for construction of City Project No. 21-021 "Pedras Road Rehabilitation" to be funded by Fund 215 "Streets -Grant Funded Projects," account number 215-40-420.51210 "Federal Streets Project," and funded in part by the federal Surface Transportation Improvement Program (STIP).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of September, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Site Map
For
City Project No. 21-021 "Pedras Road Rehabilitation"



CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Rehabilitation of Pedras Rd. between Geer Rd.
and Golden State Blvd.

PROJECT NUMBER: 21-021

BID OPENING: August 31, 2023

11:00AM

ANTICIPATED COUNCIL AWARD DATE: September 26, 2023

1

2

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		Sinclair General Engineering Construction		United Pavement Maintenance	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$100,000.00	\$100,000.00	\$26,012.19	\$26,012.19	\$55,730.80	\$55,730.80
2	Storm Water Pollution Prevention	LS	1	\$5,000.00	\$5,000.00	\$17,341.47	\$17,341.47	\$17,309.00	\$17,309.00
3	Traffic Control	LS	1	\$100,000.00	\$100,000.00	\$39,609.74	\$39,609.74	\$27,309.00	\$27,309.00
4	Construction Project Signs	EA	3	\$1,000.00	\$3,000.00	\$1,627.80	\$4,883.40	\$1,500.00	\$4,500.00
5	Remove Existing Improvements	LS	1	\$50,000.00	\$50,000.00	\$64,308.24	\$64,308.24	\$57,295.00	\$57,295.00
6	Pothole Existing Utilities	LS	1	\$2,000.00	\$2,000.00	\$17,032.88	\$17,032.88	\$5,300.00	\$5,300.00
7	Tree Trimming	LS	1	\$5,000.00	\$5,000.00	\$6,762.83	\$6,762.83	\$6,100.00	\$6,100.00
8	Earthwork and Grading	LS	1	\$75,000.00	\$75,000.00	\$83,032.77	\$83,032.77	\$81,600.00	\$81,600.00
9	Minor Concrete (Curb and Gutter)	LF	1,432	\$55.00	\$78,760.00	\$36.97	\$52,941.04	\$55.00	\$78,760.00
10	Minor Concrete (Flatwork/Access Ramps)	SF	6,876	\$10.00	\$68,760.00	\$6.29	\$43,250.04	\$14.00	\$96,264.00
11	Minor Concrete (Driveway Approach)	SF	323	\$15.00	\$4,845.00	\$20.77	\$6,708.71	\$25.00	\$8,075.00
12	Access Ramps (Added Labor and Detectable Warning)	EA	26	\$1,200.00	\$31,200.00	\$2,219.73	\$57,712.98	\$200.00	\$5,200.00
13	Irrigation Repairs	ALLOW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
14	Unkown Utilities Conflict	ALLOW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
15	Storm Pipe (12" PVC)	LF	37	\$200.00	\$7,400.00	\$216.96	\$8,027.52	\$378.00	\$13,986.00
16	Storm Catch Basin	EA	2	\$5,000.00	\$10,000.00	\$6,567.23	\$13,134.46	\$8,000.00	\$16,000.00
17	Storm Drain Manhole	EA	1	\$7,500.00	\$7,500.00	\$7,575.14	\$7,575.14	\$8,000.00	\$8,000.00
18	Street Light and Conduit	LS	1	\$25,000.00	\$25,000.00	\$26,044.76	\$26,044.76	\$26,119.00	\$26,119.00
19	Roadway Excavation	SY	15,778	\$5.00	\$78,890.00	\$9.01	\$142,159.78	\$13.90	\$219,314.20
20	Aggregate Base	CY	2,674	\$100.00	\$267,400.00	\$94.62	\$253,013.88	\$89.00	\$237,986.00
21	Hot Mix Asphalt	TN	3,771	\$120.00	\$452,520.00	\$106.93	\$403,233.03	\$120.00	\$452,520.00
22	Temporary Traffic Striping	LS	1	\$2,500.00	\$2,500.00	\$2,712.99	\$2,712.99	\$3,150.00	\$3,150.00
23	Adjust Sewer Manhole Cover to Grade	EA	19	\$1,200.00	\$22,800.00	\$1,264.89	\$24,032.91	\$1,200.00	\$22,800.00
24	Adjust Water Valve Cover to Grade	EA	35	\$800.00	\$28,000.00	\$1,053.73	\$36,880.55	\$1,000.00	\$35,000.00
25	Adjust Storm Manhole Cover to Grade	EA	25	\$1,200.00	\$30,000.00	\$1,183.58	\$29,589.50	\$1,200.00	\$30,000.00
26	Adjust/Install Monument Well Box to Grade	EA	9	\$800.00	\$7,200.00	\$1,559.73	\$14,037.57	\$1,000.00	\$9,000.00
27	Traffic Signal Improvements	LS	1	\$7,500.00	\$7,500.00	\$23,874.36	\$23,874.36	\$9,440.00	\$9,440.00
28	Pavement Striping (12" White Thermo)	LF	269	\$5.00	\$1,345.00	\$9.77	\$2,628.13	\$9.00	\$2,421.00
29	Pavement Striping (Detail 22)	LF	4,108	\$1.00	\$4,108.00	\$8.95	\$36,766.60	\$8.25	\$33,891.00
30	Pavement Striping (Detail 38)	LF	115	\$5.00	\$575.00	\$3.26	\$374.90	\$3.00	\$345.00
31	Pavement Striping (White Crosswalk)	SF	2,192	\$8.00	\$17,536.00	\$9.77	\$21,415.84	\$9.00	\$19,728.00
32	Pavement Markers (Type BB)	EA	12	\$25.00	\$300.00	\$27.13	\$325.56	\$25.00	\$300.00
33	Pavement Markings (White Thermo)	SF	268	\$5.00	\$1,340.00	\$9.77	\$2,618.36	\$9.00	\$2,412.00
34	Roadside Sign (R1-5) and Post	EA	4	\$750.00	\$3,000.00	\$515.47	\$2,061.88	\$500.00	\$2,000.00
35	Roadside Sign (W9-11 and W16-7P)	EA	4	\$750.00	\$3,000.00	\$488.34	\$1,953.36	\$750.00	\$3,000.00
36	Roadside Sign (W11-2 and W16-9P) and Post	EA	4	\$750.00	\$3,000.00	\$569.73	\$2,278.92	\$750.00	\$3,000.00
Total =				\$1,514,479.00		\$1,484,336.29		\$1,603,855.00	

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Rehabilitation of Pedras Rd. between Geer Rd.
and Golden State Blvd.

PROJECT NUMBER: 21-021

BID OPENING: August 31, 2023

11:00AM

ANTICIPATED COUNCIL AWARD DATE: September 26, 2023

3

4

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		Dirt Dynasty Inc.		Tracy Grading and Paving Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$100,000.00	\$100,000.00	\$96,100.00	\$96,100.00	\$129,000.00	\$129,000.00
2	Storm Water Pollution Prevention	LS	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$16,000.00	\$16,000.00
3	Traffic Control	LS	1	\$100,000.00	\$100,000.00	\$80,600.00	\$80,600.00	\$150,000.00	\$150,000.00
4	Construction Project Signs	EA	3	\$1,000.00	\$3,000.00	\$3,500.00	\$10,500.00	\$1,500.00	\$4,500.00
5	Remove Existing Improvements	LS	1	\$50,000.00	\$50,000.00	\$60,000.00	\$60,000.00	\$172,000.00	\$172,000.00
6	Pothole Existing Utilities	LS	1	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
7	Tree Trimming	LS	1	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00
8	Earthwork and Grading	LS	1	\$75,000.00	\$75,000.00	\$104,000.00	\$104,000.00	\$72,000.00	\$72,000.00
9	Minor Concrete (Curb and Gutter)	LF	1,432	\$55.00	\$78,760.00	\$63.00	\$90,216.00	\$55.00	\$78,760.00
10	Minor Concrete (Flatwork/Access Ramps)	SF	6,876	\$10.00	\$68,760.00	\$11.00	\$75,636.00	\$17.00	\$116,892.00
11	Minor Concrete (Driveway Approach)	SF	323	\$15.00	\$4,845.00	\$17.00	\$5,491.00	\$20.00	\$6,460.00
12	Access Ramps (Added Labor and Detectable Warning)	EA	26	\$1,200.00	\$31,200.00	\$800.00	\$20,800.00	\$2,000.00	\$52,000.00
13	Irrigation Repairs	ALLOW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
14	Unkown Utilities Conflict	ALLOW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
15	Storm Pipe (12" PVC)	LF	37	\$200.00	\$7,400.00	\$325.00	\$12,025.00	\$105.00	\$3,885.00
16	Storm Catch Basin	EA	2	\$5,000.00	\$10,000.00	\$7,000.00	\$14,000.00	\$3,600.00	\$7,200.00
17	Storm Drain Manhole	EA	1	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$8,800.00	\$8,800.00
18	Street Light and Conduit	LS	1	\$25,000.00	\$25,000.00	\$24,875.00	\$24,875.00	\$40,000.00	\$40,000.00
19	Roadway Excavation	SY	15,778	\$5.00	\$78,890.00	\$11.50	\$181,447.00	\$10.00	\$157,780.00
20	Aggregate Base	CY	2,674	\$100.00	\$267,400.00	\$82.00	\$219,268.00	\$85.00	\$227,290.00
21	Hot Mix Asphalt	TN	3,771	\$120.00	\$452,520.00	\$125.00	\$471,375.00	\$119.00	\$448,749.00
22	Temporary Traffic Striping	LS	1	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00
23	Adjust Sewer Manhole Cover to Grade	EA	19	\$1,200.00	\$22,800.00	\$1,000.00	\$19,000.00	\$875.00	\$16,625.00
24	Adjust Water Valve Cover to Grade	EA	35	\$800.00	\$28,000.00	\$750.00	\$26,250.00	\$500.00	\$17,500.00
25	Adjust Storm Manhole Cover to Grade	EA	25	\$1,200.00	\$30,000.00	\$1,000.00	\$25,000.00	\$875.00	\$21,875.00
26	Adjust/Install Monument Well Box to Grade	EA	9	\$800.00	\$7,200.00	\$750.00	\$6,750.00	\$500.00	\$4,500.00
27	Traffic Signal Improvements	LS	1	\$7,500.00	\$7,500.00	\$8,990.00	\$8,990.00	\$12,000.00	\$12,000.00
28	Pavement Striping (12" White Thermo)	LF	269	\$5.00	\$1,345.00	\$9.00	\$2,421.00	\$9.00	\$2,421.00
29	Pavement Striping (Detail 22)	LF	4,108	\$1.00	\$4,108.00	\$8.25	\$33,891.00	\$8.25	\$33,891.00
30	Pavement Striping (Detail 38)	LF	115	\$5.00	\$575.00	\$3.00	\$345.00	\$3.00	\$345.00
31	Pavement Striping (White Crosswalk)	SF	2,192	\$8.00	\$17,536.00	\$9.00	\$19,728.00	\$9.00	\$19,728.00
32	Pavement Markers (Type BB)	EA	12	\$25.00	\$300.00	\$25.00	\$300.00	\$25.00	\$300.00
33	Pavement Markings (White Thermo)	SF	268	\$5.00	\$1,340.00	\$9.00	\$2,412.00	\$9.00	\$2,412.00
34	Roadside Sign (R1-5) and Post	EA	4	\$750.00	\$3,000.00	\$500.00	\$2,000.00	\$300.00	\$1,200.00
35	Roadside Sign (W9-11 and W16-7P)	EA	4	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$300.00	\$1,200.00
36	Roadside Sign (W11-2 and W16-9P) and Post	EA	4	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$300.00	\$1,200.00
Total =				\$1,514,479.00		\$1,663,920.00		\$1,859,013.00	

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Rehabilitation of Pedras Rd. between Geer Rd.
and Golden State Blvd.

PROJECT NUMBER: 21-021

BID OPENING: August 31, 2023

11:00AM

ANTICIPATED COUNCIL AWARD DATE: September 26, 2023

5

6

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		George Reed Inc.		Bay Cities Paving and Grading Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$100,000.00	\$100,000.00	\$35,000.00	\$35,000.00	\$191,135.00	\$191,135.00
2	Storm Water Pollution Prevention	LS	1	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
3	Traffic Control	LS	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$106,500.00	\$106,500.00
4	Construction Project Signs	EA	3	\$1,000.00	\$3,000.00	\$1,500.00	\$4,500.00	\$450.00	\$1,350.00
5	Remove Existing Improvements	LS	1	\$50,000.00	\$50,000.00	\$45,000.00	\$45,000.00	\$57,000.00	\$57,000.00
6	Pothole Existing Utilities	LS	1	\$2,000.00	\$2,000.00	\$16,000.00	\$16,000.00	\$25,000.00	\$25,000.00
7	Tree Trimming	LS	1	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$25,000.00	\$25,000.00
8	Earthwork and Grading	LS	1	\$75,000.00	\$75,000.00	\$70,000.00	\$70,000.00	\$57,000.00	\$57,000.00
9	Minor Concrete (Curb and Gutter)	LF	1,432	\$55.00	\$78,760.00	\$61.00	\$87,352.00	\$42.00	\$60,144.00
10	Minor Concrete (Flatwork/Access Ramps)	SF	6,876	\$10.00	\$68,760.00	\$12.00	\$82,512.00	\$8.00	\$55,008.00
11	Minor Concrete (Driveway Approach)	SF	323	\$15.00	\$4,845.00	\$20.00	\$6,460.00	\$18.00	\$5,814.00
12	Access Ramps (Added Labor and Detectable Warning)	EA	26	\$1,200.00	\$31,200.00	\$500.00	\$13,000.00	\$1,650.00	\$42,900.00
13	Irrigation Repairs	ALLOW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
14	Unkown Utilities Conflict	ALLOW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
15	Storm Pipe (12" PVC)	LF	37	\$200.00	\$7,400.00	\$175.00	\$6,475.00	\$240.00	\$8,880.00
16	Storm Catch Basin	EA	2	\$5,000.00	\$10,000.00	\$8,200.00	\$16,400.00	\$4,200.00	\$8,400.00
17	Storm Drain Manhole	EA	1	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00
18	Street Light and Conduit	LS	1	\$25,000.00	\$25,000.00	\$29,875.00	\$29,875.00	\$24,875.00	\$24,875.00
19	Roadway Excavation	SY	15,778	\$5.00	\$78,890.00	\$12.00	\$189,336.00	\$24.00	\$378,672.00
20	Aggregate Base	CY	2,674	\$100.00	\$267,400.00	\$85.00	\$227,290.00	\$75.00	\$200,550.00
21	Hot Mix Asphalt	TN	3,771	\$120.00	\$452,520.00	\$185.00	\$697,635.00	\$115.00	\$433,665.00
22	Temporary Traffic Striping	LS	1	\$2,500.00	\$2,500.00	\$22,000.00	\$22,000.00	\$6,000.00	\$6,000.00
23	Adjust Sewer Manhole Cover to Grade	EA	19	\$1,200.00	\$22,800.00	\$1,400.00	\$26,600.00	\$1,250.00	\$23,750.00
24	Adjust Water Valve Cover to Grade	EA	35	\$800.00	\$28,000.00	\$1,400.00	\$49,000.00	\$980.00	\$34,300.00
25	Adjust Storm Manhole Cover to Grade	EA	25	\$1,200.00	\$30,000.00	\$1,400.00	\$35,000.00	\$1,250.00	\$31,250.00
26	Adjust/Install Monument Well Box to Grade	EA	9	\$800.00	\$7,200.00	\$1,400.00	\$12,600.00	\$980.00	\$8,820.00
27	Traffic Signal Improvements	LS	1	\$7,500.00	\$7,500.00	\$8,990.00	\$8,990.00	\$2,990.00	\$2,990.00
28	Pavement Striping (12" White Thermo)	LF	269	\$5.00	\$1,345.00	\$9.00	\$2,421.00	\$9.00	\$2,421.00
29	Pavement Striping (Detail 22)	LF	4,108	\$1.00	\$4,108.00	\$8.00	\$32,864.00	\$8.25	\$33,891.00
30	Pavement Striping (Detail 38)	LF	115	\$5.00	\$575.00	\$3.00	\$345.00	\$3.00	\$345.00
31	Pavement Striping (White Crosswalk)	SF	2,192	\$8.00	\$17,536.00	\$9.00	\$19,728.00	\$9.00	\$19,728.00
32	Pavement Markers (Type BB)	EA	12	\$25.00	\$300.00	\$5.00	\$60.00	\$25.00	\$300.00
33	Pavement Markings (White Thermo)	SF	268	\$5.00	\$1,340.00	\$9.00	\$2,412.00	\$9.00	\$2,412.00
34	Roadside Sign (R1-5) and Post	EA	4	\$750.00	\$3,000.00	\$475.00	\$1,900.00	\$500.00	\$2,000.00
35	Roadside Sign (W9-11 and W16-7P)	EA	4	\$750.00	\$3,000.00	\$450.00	\$1,800.00	\$750.00	\$3,000.00
36	Roadside Sign (W11-2 and W16-9P) and Post	EA	4	\$750.00	\$3,000.00	\$525.00	\$2,100.00	\$750.00	\$3,000.00
Total =				\$1,514,479.00		\$1,887,655.00		\$1,905,100.00	



AGREEMENT

FOR PUBLIC IMPROVEMENT

City Project No. 21-021

Rehabilitation of Pedras Rd. between Geer Rd. and Golden State Blvd. STPL-5165 (099)

THIS PUBLIC IMPROVEMENT AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Sinclair Engineering Construction, a California corporation (“Contractor”), on this 26th day of September 2023 (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 **City Project No. 21-021 Rehabilitation of Pedras Rd. between Geer Rd. and Golden State Blvd.** (the “Project”).

B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.

C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”).

D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on September 26th, 2023, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

AGREEMENT

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

- i. Notice to Bidders;
- ii. Contractor’s Bid or Proposal accepted by City;
- iii. General Conditions, Supplementary Conditions, and Special Provisions of the City of Turlock for Rehabilitation of Pedras Rd. between Geer Rd. and Golden State Blvd. STPL-5165 (099);
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required by the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.
- viii. Exhibit F – Form FHWA 1273 – Required Contract Provisions Federal Aid Construction Contracts
- ix. Exhibit G – Federal Wage Rates

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 Rehabilitation of Pedras Rd. between Geer Rd. and Golden State Blvd. STPL-5165 (099).**” 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
6.	Exhibit F	Form FHWA 1273 – Required Contract Provisions Federal Aid Construction Contracts
7.	Exhibit G	Federal Wage Rates

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 **One Million Four Hundred**

Eighty-Four Thousand Three Hundred Thirty-Six Dollars and Twenty-Nine Cents (\$1,484,336.29) (the “Contract Price”). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

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

5. Time for Performance. The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Fifty (50)** 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 Six Hundred and no/100ths Dollars (\$2600.00)** for each calendar day beyond the Completion Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Completion Date. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Completion Date shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date.

6. Termination.

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

(b) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City’s intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not

commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

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

8. Compensation: City shall make payments to Contractor in accordance with the provisions of Section 9 of the General Conditions 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.* Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. The policy shall be provided for replacement value on an "all-risk" basis. City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. The policy must include: (1) coverage for removal of debris and insuring the buildings, structures,

machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

(e) *Contractors Pollution Insurance.* Pollution Coverage shall be provided on a Contractors Pollution Liability form, or other form acceptable to City, providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than One Million Dollars (\$1,000,000.00) per claim. All activities contemplated in the Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

(f) *Professional Liability Insurance.* When applicable, Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with the Contract, in the minimum amount of One Million Dollars (\$1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by the Contract.

(g) *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.

(h) *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.

(i) *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.

(j) *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.

(k) *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: Sinclair General Engineering Construction, Inc
538 South 5th Ave, Ste. A
Oakdale, CA 95361

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

Randall Jones, P.E.
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5461
Telephone: (209) 668-5520
E-mail: RJones@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 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.

[Signatures on Following Page]

IN WITNESS WHEREOF, two identical counterparts of this agreement, consisting of a total of 122 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.

CONTRACTOR

CITY OF TURLOCK, a municipal corporation

By: _____

By: _____
Reagan M. Wilson, City Manager

Print Name

Date: _____

Address: _____

APPROVED AS TO SUFFICIENCY:

Phone: _____

By: _____
William D. Morris, RCE, PLS, City Engineer

Date: _____

By: _____
Erik Schulze, Public Works Director

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

DIR Registration Number:

ATTEST:

By: _____
Julie Christel, City Clerk

Attach Contractor's Seal Here

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

Project No. 21-021

Rehabilitation of Pedras Rd. between Geer Rd. and Golden State Blvd.
STPL-5165 (099)

City of Turlock, California

DATED: August 31, 2023

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

NAME OF BIDDER: SINCLAIR GENERAL ENGINEERING CONSTRUCTION, INC.

BUSINESS ADDRESS: 538 SOUTH 5TH AVE, SUITE A, OAKDALE, CA

PLACE OF RESIDENCE: OAKDALE CA

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

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

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

(b) (Decimal Error) 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 with the unit price or item total in the Department's Final Estimate of cost.

PROPOSAL SUBMITTAL CHECKLIST

The bidder shall provide a complete proposal in a sealed envelope before 11:00AM on Tuesday,
August 31, 2023
at the address shown on the cover sheet of these specifications. FAILURE TO PROVIDE ALL THE
REQUIRED DOCUMENTS LISTED IN THE TABLE BELOW MAY CAUSE THE PROPOSAL TO
BE CONSIDERED NON-RESPONSIVE.

Complete Proposal	Page No.
<input checked="" type="checkbox"/> PROPOSAL AND BIDDING FORM	4-6
<input checked="" type="checkbox"/> AFFIDAVIT	10
<input checked="" type="checkbox"/> INFORMATION REQUIRED OF BIDDER	11
<input checked="" type="checkbox"/> BIDDER'S BOND	13-14
<input checked="" type="checkbox"/> LIST OF SUBCONTRACTORS	15
<input checked="" type="checkbox"/> IRAN CONTRACTING ACT CERTIFICATION	16
<input checked="" type="checkbox"/> EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	17
<input checked="" type="checkbox"/> PUBLIC CONTRACT CODE STATEMENTS	18-19
<input checked="" type="checkbox"/> NONCOLLUSION AFFIDAVIT*	20
<input checked="" type="checkbox"/> DEBARMENT AND SUSPENSION CERTIFICATION*	21
<input checked="" type="checkbox"/> NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS*	22
<input checked="" type="checkbox"/> DISCLOSURE OF LOBBYING ACTIVITIES*	23

* Signing the bid form constitutes acceptance and certification

DBE FORMS

The apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form, Exhibit 15-G, to the City of Turlock no later than 4:00 p.m. on the 5th calendar day after the bid opening. If you have not met the DBE goal of 20.5%, complete and submit the "DBE Information - Good Faith Efforts," Exhibit 15-H, to the City of Turlock no later than 4:00 p.m. on the 5th calendar day after bid opening. The Bidder's List of Subcontractors (DBE and NON-DBE)-PARTS I AND II should be turned in following the bid opening. The "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" form is due when the project is complete.

BIDDER'S FORM - ADDENDUM 2

PROJECT TITLE: Rehabilitation of Pedras Rd. between Geer Rd. and Golden State Blvd.

FEDERAL PROEJCT NUMBER: STPL-5165 (099)

PROJECT NUMBER: 21-021

OPENING DATE: August 31, 2023

OPENING TIME: 11:00AM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1	26,012.19	26,012.19
2	Storm Water Pollution Prevention	LS	1	17,341.47	17,341.47
3	Traffic Control	LS	1	39,609.74	39,609.74
4	Construction Project Signs	EA	3	1,627.80	4,883.40
5	Remove Existing Improvements	LS	1	64,308.24	64,308.24
6	Pothole Existing Utilities	LS	1	17,032.88	17,032.88
7	Tree Trimming	LS	1	6,762.83	6,762.83
8	Earthwork and Grading	LS	1	83,032.77	83,032.77
9	Minor Concrete (Curb and Gutter)	LF	1,432	36.97	52,941.04
10	Minor Concrete (Flatwork/Access Ramps)	SF	6,876	6.29	43,250.04
11	Minor Concrete (Driveway Approach)	SF	323	20.77	6,708.71
12	Access Ramps (Added Labor and Detectable Warning)	EA	26	2,219.73	57,712.98
13	Irrigation Repairs	ALLOW	1	\$5,000.00	5,000.00
14	Unkown Utilities Conflict	ALLOW	1	\$5,000.00	5,000.00
15	Storm Pipe (12" PVC)	LF	37	216.96	8,027.52
16	Storm Catch Basin	EA	2	6,567.23	13,134.46
17	Storm Drain Manhole	EA	1	7,575.14	7,575.14
18	Street Light and Conduit	LS	1	26,044.76	26,044.76
19	Roadway Excavation	SY	15,778	9.01	142,159.78
20	Aggregate Base	CY	2,674	94.62	253,013.88

21	Hot Mix Asphalt	TN	3,771	106.93	403,233.03
22	Temporary Traffic Striping	LS	1	2,712.99	2,712.99
23	Adjust Sewer Manhole Cover to Grade	EA	18	1,264.89	24,032.91
24	Adjust Water Valve Cover to Grade	EA	28	1,053.78	29,506.55
25	Adjust Storm Manhole Cover to Grade	EA	25	1,183.58	29,589.50
26	Adjust/Install Monument Well Box to Grade	EA	9	1,559.73	14,037.57
27	Traffic Signal Improvements	LS	1	23,874.36	23,874.36
28	Pavement Striping (12" White Thermo)	LF	269	9.77	2,628.13
29	Pavement Striping (Detail 22)	LF	4,108	8.95	36,766.60
30	Pavement Striping (Detail 28)	LF	115	3.26	374.90
31	Pavement Striping (White Crosswalk)	SF	2,192	9.77	21,415.84
32	Pavement Markers (Type BB)	EA	12	27.13	325.56
33	Pavement Markings (White Thermo)	SF	209	9.77	2,061.36
34	Roadside Sign (R1-6) and Post	EA	4	515.47	2,061.88
35	Roadside Sign (W9-11 and W16-TP)	EA	4	488.34	1,953.36
36	Roadside Sign (W11-2 and W10-SP) and Post	EA	4	464.73	2,278.32
Subtotal					1,484,336.29

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>1</u>	Date <u>9/18/23</u>	Signed <u>[Signature]</u>
No. <u>2</u>	Date <u>8/25/23</u>	Signed <u>[Signature]</u>
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____

TOTAL BID WRITTEN IN FIGURES: \$ 1,484,336.29

TOTAL BID WRITTEN IN WORDS: one million four hundred eighty four thousand three hundred thirty six dollars and twenty nine cents

CONTRACTOR: SUNSHINE FURNISHING CONSTRUCTION, INC.

COMPANY'S NAME: SINCLAIR GENERAL ENGINEERING CONSTRUCTION, INC

BY: [Signature] - SEAN SINCLAIR, PRESIDENT

ADDRESS: 538 South 5th Ave, Suite A
(Number) (Street)

ORDALE CA 95361
(City) (State) (ZIP)

CONTRACTOR'S PHONE #: 209 847-6100

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.

SINCLAIR GENERAL ENGINEERING CONSTRUCTION, INC, Contractor's License # 818693, Class A, B, C-P
(Company's Name)

Expires 3/31/24 DIR #: 1000002655

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 [Signature] 8/31/23
(Bidder's Signature) (Date)

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

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

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

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)
SINCLAIR GENERAL ENGINEERING CONSTRUCTION, INC
SEAN SINCLAIR, PRESIDENT / CFO (TREASURER), MANAGER - PRINCIPAL
PO. BOX 1453 ORDALE, CA 95361
KATHARINE SINCLAIR, SECRETARY - PRINCIPAL

Licensed in accordance with an act providing for the registration of Contractors,
License No. 818693 Expiration Date 3/31/24.

DATED: August 31, 2023

Address: P.O. Box 1453, OAKDALE, CA 95361

Phone: (209) 847-6100

SINCLAIR GENERAL ENGINEERING CONSTRUCTION, INC.

X [Signature], PRESIDENT

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 officer authorized to sign contracts on behalf of the corporation. If bidder is an individual, the true name of the firm shall be set forth above together with the signature of the partner or partner authorized to sign contracts on behalf of the corporation, and, if bidder is an individual, the signature shall be placed above the signature of the agent without there an officer or a representative or a member of the partnership, a Bureau of Highway contracts on file with the City Clerk prior to opening on substantial work for bid, otherwise, the bid will be disregarded as irregular and unconsidered.

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:
 - 7.1 During that period
 - 7.2 In the quantities used

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

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

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

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

The City Engineer determines rental costs:

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

Equipment rental rates include the cost of:

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

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

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

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

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

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

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

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours	
Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25

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

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

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

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

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

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

Exhibit C

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

Signed: _____

Date: _____

(Typed or Printed Name)

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

Business Phone: () _____

Exhibit D
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to _____, hereinafter designated as the “Principal,” a contract for **Project No. 21-021, “Rehabilitation of Pedras Rd. between Geer Rd. and Golden State Blvd. STPL-5165 (099)”**; and,

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

NOW, THEREFORE, we the Principal, and _____ as Surety, are held and firmly bound unto the City of Turlock in the penal sum of _____ (\$_____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

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

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

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal)

Witness _____

Approved as to form:

Risk Manager

CITY CONTRACT NO. 2024-059
CITY PROJECT NO. 21-021

Exhibit E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to _____, hereinafter designated as the “Principal”, a contract for **Project No. 21-021, “Rehabilitation of Pedras Rd. between Geer Rd. and Golden State Blvd. STPL-5165 (099)”**; and

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

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Turlock in the sum of _____ (\$ _____), said sum being equal to the estimated amount payable by said City of Turlock under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

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

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

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

[Signatures on Following Page]

CITY CONTRACT NO. 2024-059
CITY PROJECT NO. 21-021

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal)

Witness _____

Approved as to form:

Risk Manager

Exhibit F

FHWA-1273 – Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(a).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000e et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000e et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability, making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendices A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 (excluding recreational trails projects), the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry, and

(8) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(i), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. **Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section (V, 29 CFR 230.111(e)(2)). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization. (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY; ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7605, 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671a) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1367). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix E.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart 1, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant.

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.600; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 120.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

"General Decision Number: CA20230018 08/25/2023

Exhibit G FEDERAL WAGE RATES

Superseded General Decision Number: CA20220018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/10/2023
4	02/24/2023
5	03/03/2023
6	03/10/2023
7	03/17/2023
8	03/31/2023
9	04/07/2023
10	04/14/2023
11	04/21/2023
12	06/02/2023
13	06/09/2023
14	06/23/2023
15	06/30/2023
16	07/14/2023
17	07/28/2023
18	08/11/2023
19	08/18/2023
20	08/25/2023

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1.....	\$ 30.45	10.60
Area 2.....	\$ 36.53	9.27

ASBE0016-008 02/01/2023

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of		

all insulating materials,
 Protective Coverings,
 Coatings, and Finishes to all
 types of mechanical systems)

Area 1.....	\$ 80.91	23.82
Area 2.....	\$ 62.26	23.82

 BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 49.62	41.27
Area 2.....	\$ 45.60	38.99

 BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 39.20	18.31

 BRCA0003-003 08/01/2022

	Rates	Fringes
MARBLE MASON.....	\$ 56.98	28.54

 BRCA0003-005 05/01/2022

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 47.88	23.29
(7) San Francisco, San Mateo.....	\$ 53.69	26.03
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 53.61	23.81
(9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 45.12	21.55
(16) Monterey, Santa Cruz...	\$ 50.78	25.42

 BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 41.93	18.98
TERRAZZO WORKER/SETTER.....	\$ 56.84	27.53

 BRCA0003-011 04/01/2022

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 33.86	17.54
Area 2.....	\$ 30.90	17.67
Area 3.....	\$ 29.89	16.80
Tile Layer		
Area 1.....	\$ 55.41	20.50
Area 2.....	\$ 50.66	20.40
Area 3.....	\$ 45.76	19.92

 CARP0022-001 07/01/2021

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).....	\$ 59.51	34.69

DEPTH PAY (Surface Diving):
 050 to 100 ft \$2.00 per foot
 101 to 150 ft \$3.00 per foot
 151 to 220 ft \$4.00 per foot
 221 ft.-deeper \$5.00 per foot

SATURATION DIVING:
 The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
 Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

 CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

 CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

 CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 2.....	\$ 46.77	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 2.....	\$ 23.39	18.22
Area 3.....	\$ 23.64	18.22

Area 4.....\$ 22.97 18.22

CARP0152-001 07/01/2020

Contra Costa County

Rates Fringes

Carpenters

Bridge Builder/Highway
Carpenter.....\$ 52.65 30.82
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....\$ 52.80 30.82
Journeyman Carpenter.....\$ 52.65 30.82
Millwright.....\$ 52.75 32.41

CARP0152-002 07/01/2020

San Joaquin County

Rates Fringes

Carpenters

Bridge Builder/Highway
Carpenter.....\$ 52.65 30.82
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....\$ 46.92 30.82
Journeyman Carpenter.....\$ 46.77 30.82
Millwright.....\$ 49.27 32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

Rates Fringes

Carpenters

Bridge Builder/Highway
Carpenter.....\$ 52.65 30.82
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....\$ 45.57 30.82
Journeyman Carpenter.....\$ 45.42 30.82
Millwright.....\$ 47.92 32.41

CARP0217-001 07/01/2021

San Mateo County

Rates Fringes

Carpenters

Bridge Builder/Highway
Carpenter.....\$ 54.85 31.49
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &

Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 CARP0405-001 07/01/2021

Santa Clara County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 CARP0405-002 07/01/2021

San Benito County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

 CARP0505-001 07/01/2021

Santa Cruz County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

 CARP0605-001 07/01/2021

Monterey County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
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Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

ELEC0006-004 12/01/2021

SAN FRANCISCO COUNTY

Rates	Fringes
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Sound & Communications

Installer.....	\$ 48.43	3%+23.15
Technician.....	\$ 55.69	3%+23.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0006-007 06/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 88.25	3%+42.315

 ELEC0100-002 03/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.50	27.655

 ELEC0100-005 12/01/2022

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 38.24	23.80
Technician.....	\$ 47.80	24.08

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/26/2022

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 60.91	29.43
Zone B.....	\$ 67.00	29.61

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 47.93	24.09
Technician.....	\$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 68.92	32.67
ELECTRICIAN.....	\$ 61.26	32.44

 ELEC0302-003 12/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.51

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways

(including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 95.65	44.42
ELECTRICIAN.....	\$ 83.17	44.045

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	25.435
Technician.....	\$ 58.86	25.666

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

* ELEC0595-001 06/01/2023

ALAMEDA COUNTY

Rates	Fringes
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CABLE SPLICER.....	\$ 80.73	3%+42.87
ELECTRICIAN.....	\$ 70.20	3%+42.87

 ELEC0595-002 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 53.34	7.75%+25.88
ELECTRICIAN		
(1) Tunnel work.....	\$ 46.67	7.75%+25.88
(2) All other work.....	\$ 44.45	7.75%+25.88

 ELEC0595-006 12/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	3%+23.90
Technician.....	\$ 58.86	3%+23.90

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0595-008 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 40.88	3%+23.90
Technician.....	\$ 47.01	3%+23.90

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or

jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2023

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 78.00	45.88

ELEC0617-003 12/01/2022

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	25.44
Technician.....	\$ 58.86	25.67

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 46.00	3%+27.68

CABLE SPLICER = 110% of Journeyman Electrician

 ELEC0684-004 12/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 38.24	23.80
Technician.....	\$ 43.98	23.97

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 ELEV0008-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 77.61	37.335+a+b

FOOTNOTE:
 a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5

years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0003-001 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15

GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 56.82	31.03
GROUP 1-A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03
UNDERGROUND:		
GROUP 1.....	\$ 56.72	31.03
GROUP 1-A.....	\$ 59.19	31.03
GROUP 2.....	\$ 55.46	31.03
GROUP 3.....	\$ 54.13	31.03
GROUP 4.....	\$ 52.99	31.03
GROUP 5.....	\$ 51.85	31.03

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track

loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling

equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunitite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:

Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2022

Rates Fringes

Dredging: (DREDGING:
CLAMSHELL & DIPPER DREDGING;
HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman.....	\$ 55.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 50.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 49.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 45.77	35.46

AREA 2:

(1) Leverman.....	\$ 57.15	35.46
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.19	35.46
(3) Booster Pump		

Operator; Deck	
Engineer; Deck mate;	
Dredge Tender; Winch	
Operator.....\$ 51.07	35.46
(4) Bargeman; Deckhand;	
Fireman; Leveehand; Oiler..\$ 47.77	35.46

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
 Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
 Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
 Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
 Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
 Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
 Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
 Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
 Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
 Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
 Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County
 Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment

covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 01/01/2023

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

Rates Fringes

Ironworkers:

Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 49.88	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2023

SAN FRANCISCO CITY and COUNTY

Rates Fringes

Ironworkers:

Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 50.38	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2023

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 06/26/2023

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1.....	\$ 36.50	28.34
Area 2.....	\$ 35.50	28.34

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 06/27/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..\$	35.01	25.49
Traffic Control Person I....\$	35.31	25.49
Traffic Control Person II...\$	32.81	25.49

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00073-003 07/01/2022

SAN JOAQUIN COUNTY

Rates Fringes

LABORER

Mason Tender-Brick.....\$	35.29	25.21
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LAB00073-005 06/26/2023

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....\$	45.89	27.72
GROUP 2.....\$	45.66	27.72
GROUP 3.....\$	45.41	27.72
GROUP 4.....\$	44.96	27.72
GROUP 5.....\$	44.42	27.72
Shotcrete Specialist.....\$	46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20
LABORER (GUNITE)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches;

Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
 A: at demolition site for the salvage of the material.
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

 GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00073-009 07/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 38.02	28.25

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0261-003 06/28/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20
Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or

over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting

or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
 A: at demolition site for the salvage of the material.
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

 GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-011 07/01/2022

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 36.05	27.12

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LAB00261-014 07/01/2022

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 40.48	30.23

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00270-003 06/28/2021

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 34.48	26.21
Area B.....	\$ 33.48	26.21
Traffic Control Person I		
Area A.....	\$ 34.78	26.21
Area B.....	\$ 33.78	26.21
Traffic Control Person II		
Area A.....	\$ 32.28	26.21
Area B.....	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2022

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 35.29	25.21

LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist		
Group.....	\$ 30.40	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20
LABORER (GUNITES - AREA B)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31

GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

 GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00270-011 07/01/2022

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 39.23	29.59

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00294-001 07/01/2022

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 35.29	25.21

LAB00294-002 06/28/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

 LABO0294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

 LABO0294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
 HORTICULTURAL & LANDSCAPE
 LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
 A: at demolition site for the salvage of the material.
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

 GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunitelaborer

 WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

 LABO0294-010 07/01/2022

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25
Work on a swing stage scaffold: \$1.00 per hour additional.		

 LABO0294-011 07/01/2022

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 38.02	28.25
Work on a swing stage scaffold: \$1.00 per hour additional.		

 LABO0304-002 06/28/2021

ALAMEDA COUNTY

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..\$	34.48	26.21
Traffic Control Person I...\$	34.78	26.21
Traffic Control Person II...\$	32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2023

ALAMEDA COUNTY

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....\$	45.89	27.72
GROUP 2.....\$	45.66	27.72
GROUP 3.....\$	45.41	27.72
GROUP 4.....\$	44.96	27.72
GROUP 5.....\$	44.42	27.72
Shotcrete Specialist.....\$	46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/25/2018

ALAMEDA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder;

Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "'Sewer cleaner'" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

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GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete

construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00304-005 07/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 36.05	27.12

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LABO0304-008 07/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 40.48	30.23

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0324-002 06/28/2021

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 1-g.....	\$ 30.99	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement;

Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of

excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

LABO0324-014 07/01/2022

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 36.05	27.12

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LABO0324-018 07/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 40.48	30.23

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO1130-002 06/28/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 33.48	26.21
Traffic Control Person I....	\$ 33.78	26.21
Traffic Control Person II...	\$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB01130-005 07/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 35.29	25.21

LAB01130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....\$ 29.54	23.20
(2) Establishment Warranty Period.....\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....\$ 29.75	22.31
GROUP 2.....\$ 29.25	22.31
GROUP 3.....\$ 28.66	22.31
GROUP 4.....\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....\$ 29.79	23.20
GROUP 2.....\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and

rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and

piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB01130-008 07/01/2022

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 38.02	28.25
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB01130-009 07/01/2022

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 38.02	28.25
Work on a swing stage scaffold: \$1.00 per hour additional.		

PAIN0016-001 01/01/2023

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 47.42	27.28

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.
 SPRAY WORK: - \$0.50 additional per hour.
 INDUSTRIAL PAINTING - \$0.25 additional per hour
 [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
 over 50 feet - \$2.00 per hour additional
 100 to 180 feet - \$4.00 per hour additional
 Over 180 feet - \$6.00 per hour additional

PAIN0016-003 07/01/2023

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 60.41	31.34
AREA 2.....	\$ 56.28	29.94

PAIN0016-012 01/01/2023

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 55.25	32.63

PAIN0016-015 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 38.23	22.05

FOOTNOTES:
 SPRAY/SANDBLAST: \$0.50 additional per hour.
 EXOTIC MATERIALS: \$1.25 additional per hour.
 HIGH TIME: Over 50 ft above ground or water level \$2.00

additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

 PAIN0016-022 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 51.04	27.28

 PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 44.33	28.88

 PAIN0169-005 01/01/2023

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 55.77	32.45

 PAIN0294-004 01/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 32.99	21.30
Drywall Finisher/Taper.....	\$ 47.11	28.99

FOOTNOTE:

Spray Painters & Paperhangers receive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

 PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.53	23.19

 PAIN0767-001 01/01/2023

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 43.15	33.72

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2023

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.24	25.96

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

 PLUM0038-001 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 82.00	48.18

 PLUM0038-005 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15

 PLUM0062-001 07/01/2023

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 51.00	40.10

 PLUM0159-001 07/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 56.93	41.04
(2) All other work.....	\$ 62.12	45.24

 PLUM0246-001 01/01/2023

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 46.95	38.59

 * PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers,

pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

 PLUM0342-001 07/01/2022

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 72.00	45.70
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 72.00	45.70

 PLUM0355-004 07/01/2022

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 32.22	17.55

 PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 68.76	46.63

 PLUM0442-001 07/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 51.90	35.64

 PLUM0467-001 07/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 73.10	38.61

ROOF0027-002 01/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 41.31	15.31

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

ROOF0040-002 08/01/2022

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 49.83	21.14

ROOF0081-001 08/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 50.27	20.66

ROOF0081-004 08/01/2022

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 43.13	19.71

ROOF0095-002 08/01/2022

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 55.16	20.82
Journeyman.....	\$ 51.16	20.82
Kettle person (2 kettles)...	\$ 53.16	20.82

SFCA0483-001 01/01/2023

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

Rates	Fringes
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SPRINKLER FITTER (FIRE).....\$ 72.59 36.95

SFCA0669-011 04/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:

Rates Fringes

SPRINKLER FITTER.....\$ 44.32 27.25

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA
CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

Rates Fringes

SHEET METAL WORKER

AREA 1:

Mechanical Contracts

under \$200,000.....\$ 55.92 45.29

All Other Work.....\$ 64.06 46.83

AREA 2.....\$ 52.90 36.44

AREA 3.....\$ 55.16 34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

Rates Fringes

SHEET METAL WORKER.....\$ 44.34 39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

Rates Fringes

SHEET METAL WORKER (Excluding
metal deck and siding).....\$ 41.28 45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

Rates Fringes

SHEET METAL WORKER.....\$ 44.07 40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

SHEE0104-018 07/01/2020		

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 44.45	35.55

TEAM0094-001 07/01/2022		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 36.95	31.14
GROUP 2.....	\$ 37.25	31.14
GROUP 3.....	\$ 37.55	31.14
GROUP 4.....	\$ 37.90	31.14
GROUP 5.....	\$ 38.25	31.14

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull

trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

August		Navigation Center Totals			Weekly total sign in from log		
Date	Day	Unduplicated (New)	Total individuals for day	Total from sign in sheet	Unduplicated (New)	Total individuals for day	Total sign in from sheet
	Monday						
8/1	Tuesday	3	38	86			
8/2	Wednesday	1	39	82			
8/3	Thursday	3	42	73			
8/4	Friday	1	31	76	8	150	317
8/7	Monday	4	36	71			
8/8	Tuesday	2	41	83			
8/9	Wednesday	0	31	73			
8/10	Thursday	4	38	73			
8/11	Friday	5	38	84	15	184	384
8/14	Monday	4	46	95			
8/15	Tuesday	7	39	68			
8/16	Wednesday	5	49	75			
8/17	Thursday	4	35	69			
8/18	Friday	2	51	113	22	220	420
8/21	Monday	2	46	100			
8/22	Tuesday	1	44	80			
8/23	Wednesday	6	51	110			
8/24	Thursday	1	48	114			
8/25	Friday	3	45	85	13	234	489
8/28	Monday	2	49	93			
8/29	Tuesday	3	55	100			
8/30	Wednesday	5	52	94			
8/31	Thursday	5	43	84			
	Friday				0	0	0
Monthly totals					58	788	1610

AUGUST

The month of August continued to show growth. We hosted Paul Mitchell School who provided 16 haircuts. We had a visit from HAT who performed 8 VISPDAT assessments, as well as, AEGIS treatment center, DRAIL & CSA.

Our mental health professional had 30 sessions of one-on-one therapy and has started an Art/Therapy class each Tuesday which has been successful.

The mobile clinic was at the site again which was also very successful. We had a huge donation of men's clothes and shoes and were able to clothe over 30 guys with new clothes and shoes. They spoke about how it made them feel clean and more confident.

On the last day of August, we had a gentleman show up overdosing on fentanyl. Chest compressions were performed and 911 was called. Our staff were able to save his life.

As always, we have continued to schedule doctors' appointments and transportation for our clients, assisting with getting ID cards, Birth Certificates and Social Security cards. We have helped clients communicate with probation and help resolve legal issues. We have helped create resumes and search for jobs. We Care was successful in housing 5 clients and providing them with furniture.

The best excitement that happened through the We Care Program was that during the month of August 3 homeless households were able to be placed into housing. This was a total of 5 houseless people being taken off the street. Two households were housed through our Permanent Supportive Housing Program funded by HUD. One was a married couple and another was a single man. Both of these households had to be homeless for over 12 months and have a diagnosable disability.

Through a program similar to Rapid Re-Housing we were able to house another houseless couple through private funding. WCP case managers will make home visits on a weekly basis to make sure all is going well for them and to check on their progress.

08/18/2023 – We had a client who was in mental crisis. Our mental health professional was concerned for her safety. TPD arrived and called in a mental health group named CHAT. They assessed her and worked with her case worker as well as her payee to get her into a hotel for the night. We are working on having her check into Nirvana on 8/19 for drug treatment.

08/24/2023 One of our clients called 911 from his personal phone. His medicine was stolen, and Emanuel Hospital told him to have an ambulance transport him to the hospital.

08/31/2023 JJ found one of our regulars out by the dumpster displaying weird symptoms. He later collapsed. 911 was called and chest compressions were started. The client started to regain consciousness. He was transported by ambulance to the hospital.