

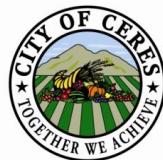
Click this link to join the webinar:

<https://us02web.zoom.us/j/84238632552?pwd=lbhFfblCnodDww5Jv4FpAmo4xCZnpm.1>

Webinar ID: 842 3863 2552; Passcode: 670498; or Dial: (669) 900-6833

**REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING THE CITY CLERK AT [CITYCLERK@CERES.GOV](mailto:CITYCLERK@CERES.GOV) BEFORE 4:00 PM THE DAY OF THE MEETING. INCLUDE THE AGENDA ITEM NUMBER OR PUBLIC COMMENT PERIOD IN THE SUBJECT LINE OF THE EMAIL. THE CLERK MAY READ WRITTEN COMMENTS INTO THE RECORD, IF SPECIFICALLY REQUESTED TO DO SO AT THE BEGINNING OF YOUR EMAIL. YOUR WRITTEN COMMENT WILL BE DISTRIBUTED TO THE CITY COUNCIL AND KEPT ON FILE AS PART OF THE OFFICIAL RECORD OF THE COUNCIL MEETING.**

*If you have any questions on how to attend virtually or are encountering difficulties connecting to the meeting, please contact the City Clerk at [cyclerk@ceres.gov](mailto:cyclerk@ceres.gov).*



## **AGENDA**

### **CITY COUNCIL REGULAR MEETING**

### **CITY OF CERES, CALIFORNIA**

**City Council Chambers, 2701 Fourth Street**  
**Monday, February 9, 2026, at 6:00 p.m.**

Mailing Address: Ceres City Hall, 2220 Magnolia Street, Ceres, CA 95307-3292  
Phone: (209) 538-5700 Fax: (209) 538-5780

#### **CALL TO ORDER**

Mayor Lopez

#### **ROLL CALL**

Mayor: Javier Lopez  
Vice Mayor: Daniel A. Martinez (District 4)  
Councilmembers: James Casey (District 1); Rosalinda L. Vierra (District 2); Cerina Otero (District 3)

#### **INVOCATION**

Invocation by Dick Conners, Ceres First Baptist Church.

#### **PLEDGE OF ALLEGIANCE**

Pledge of Allegiance led by Mayor Lopez.

## **PRESENTATIONS**

- A. Recognize the Retirement of Public Works Director, Sam Royal
- B. Black History Month Proclamation

## **CITIZEN COMMUNICATIONS** to the Council on matters not included on the agenda (five minutes).

While the City Council welcomes and encourages participation in City Council meetings, adopted rules allow no more than 5 minutes (Resolution No. 2007-106) for expression of non-agenda items. Matters under the jurisdiction of the City Council, and not on the posted agenda, may be addressed by the general public; however, California law prohibits the City Council from taking action on any matter which is not on the posted agenda unless it is determined to be an emergency by the City Council. Citizens are entitled to address the City Council on any agenda item subject to the 5-minute provision.

## **CONFLICT OF INTEREST DECLARATION**

## **APPOINTMENTS TO BOARDS/COMMISSIONS**

None

## **CONSENT CALENDAR**

All matters listed on the consent calendar are considered routine in nature and will be enacted by a single motion unless otherwise requested by an individual Councilmember or public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

1. Clerks Report of Posting. The agenda of the February 9, 2026, City Council Meeting was Posted on Wednesday, February 4, 2026. (*City Clerk*)
2. Waive Readings. All Readings of Ordinances and Resolutions are Waived. (Waive readings in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title). (*City Clerk*)
3. Register of Audited Demand(s) Dated January 13, 2026, through January 22, 2026. (*Portillo*)
4. **Resolution No. 2026-XXX**, Approving an Access/Right-of-Entry Agreement, Authorizing the City Manager to Execute the Agreement, and Authorizing the Recordation of the Agreement with the County Recorder. (*Beltran*)
5. **Resolution No. 2026-XXX**, Approving the Service Road Bridge Project to be Added to the Capital Improvement Program and Create New Project String for a Total of \$537,782.12, Approving the Project Agreement to the Master Agreement for Professional Consultant Services with Consor North America for Design Services for the Service Road Bridge Over Ceres Main Canal Project in the Amount of

**AGENDA**  
**Regular City Council Meeting**  
**February 9, 2026**  
**Page 3**

\$517,782.12, Accepting Highway Bridge Program Grant Funding in the Amount of \$277,000 and Related Budget Amendment Increasing Revenue Funds, Approving Budget Transfers Totaling \$260,782.12 from Project 2601 (\$145,565.33) and Project 2603 (\$115,216.79) for Matching Funds, and Authorizing the City Manager to Execute the Agreement. *(Beltran)*

6. **Resolution No. 2026-XXX**, Accepting the Whitmore Gazebo Project as Complete, Authorizing the Filing of the Notice of Completion, and Authorizing the Release of the Remaining Retention to the Contractor. *(Beltran)*
7. **Resolution No. 2026-XXX**, Authorizing the Submission of an Application to the Office of Traffic Safety for a Special Traffic Enforcement Program (STEP) Grant. *(Johnson)*
8. **Resolution No. 2026-XXX**, Approving a Memorandum of Understanding (MOU) with the Stanislaus Council of Governments (StanCOG) for the Suballocation of the Regional Early Action Planning (REAP) 2.0 Grant, Authorizing a Budget Amendment to Appropriate Funds, and Authorizing the City Manager to Execute the Memorandum of Understanding. *(City Manager)*
9. **Resolution No. 2026-XXX**, Approving a Professional Services Agreement with EMC Planning Group, Inc. to Perform Professional Planning Services Related to the Implementation of the 6<sup>th</sup> Cycle 2023-2031 Housing Element and an Update to the Downtown Specific Plan and Authorizing the City Manager to Execute the Agreement. *(City Manager)*
10. **Resolution No. 2026-XXX**, Approving the Donation of \$5,000 to Lloyd R. Smith Veterans of Foreign Wars (VFW) Post 10293 as Designated by Councilmember James Casey. *(Portillo)*
11. General Correspondence – **Information Only**
  - a. Public Works Monthly Report for December 2025 *(Royal)*
12. **Resolution No. 2026-XXX**, Approving a Five-Year Agreement with NetFile, Inc. in the Amount of \$5,100 per Year for Electronic Filing of Campaign Statements, Statements of Economic Interests (Form 700), AB 1234 Ethics Training, and SB 827 Financial Training, and Authorizing the City Manager to Execute the Agreement. *(City Clerk)*
13. **Resolution No. 2026-XXX**, Approving a Professional Services Agreement with Gouveia Engineering in the Amount of \$40,000.00 for Principal Planner Services and Authorizing the City Manager to Execute the Agreement. *(City Manager)*
14. **Resolution No. 2026-XXX**, Approving an General Services Agreement with West Coast Arborists, Inc. for Tree Removal Services at George Costa Fields, Approving a Budget Amendment, and Authorizing the City Manager to Execute the Agreement. *(City Manager)*

**AGENDA**  
**Regular City Council Meeting**  
**February 9, 2026**  
**Page 4**

15. **Resolution No. 2026-XXX**, Approving an Agreement with NorthStar Engineering Group, Inc. for an Amount Not to Exceed \$49,000.00 to Provide Project Planning Management Services, Approving a Budget Amendment, and Authorizing the City Manager to Execute the Agreement. *(City Manager)*

### **CONSIDERATION OF ITEM(S) REMOVED FROM THE CONSENT CALENDAR**

### **UNFINISHED BUSINESS**

None

### **PUBLIC HEARING**

16. **Resolution No. 2026-XXX**, Approving the Revision of the Load-Carrying Capacity of the Service Road Bridge Over the Turlock Irrigation District Ceres Main Canal Pursuant to California Vehicle Code Section 35751. *(Beltran)*

### **NEW BUSINESS**

17. **Resolution 2026-XXX**, Approving the Submittal of a Letter of Support from the Ceres City Council for South Modesto Businesses United for the 2025 Planning and Capacity Building Grant Application. *(Aguirre)*

### **DISCUSSION ITEMS**

None

### **COUNCILMEMBER REFERRALS**

Councilmembers request to have an agenda item placed on a future agenda (pursuant to Chapter 2 - City Council Meetings, J-8. City Council Referrals/Determination of Items for Agenda).

18. City Council and Planning Commission Joint Meeting  
*(Requested by Mayor Lopez)*
19. Community Event & Activities Grant Program & Reevaluate the Council Donation Policy  
*(Requested by Councilmember Otero)*

### **REPORTS**

At this time, any Councilmembers or City staff will make an announcement, or report briefly on his/her activities.

- Mayor
- City Council
- City Manager

**AGENDA**  
**Regular City Council Meeting**  
**February 9, 2026**  
**Page 5**

- City Attorney
- Departments

**CLOSED SESSION**

20. Conference with Real Property Negotiations, Cal Gov't Code §54956.8  
*"Notwithstanding any other provision of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease."*  
Property: APN 127-016-014  
Agency Negotiator: City Manager, Douglas D. Dunford and City Attorney, Nubia I. Goldstein  
Negotiating Parties: Judicial Council of California  
Under Negotiations: Price and terms of payment

21. Conference with Legal Counsel – Existing Litigation, Cal. Gov't Code § 54956.9  
*"For purposes of this section, litigation shall be considered pending when any of the following circumstances exist... Litigation, to which the local agency is a party, has been initiated formally."*  
Name of Case: Ashley Ranuio et al. v. City of Ceres et al., Stanislaus Superior Court Case Number: CV-25-009856

22. Conference with Legal Counsel – Existing Litigation, Cal Gov't Code §54956.9  
*"For purposes of this section, litigation shall be considered pending when any of the following circumstances exist... Litigation, to which the local agency is a party, has been initiated formally."*  
Name of Case: Rafid Khoshaba and Tow One Inc. vs. City of Ceres, Stanislaus County Superior Court Case Number: CV-24-005948

23. Conference with Labor Negotiators, Cal Gov't Code §54957.6(a)  
Agency Designated Representative: City Manager, Douglas D. Dunford and Human Resources Director, Delilah Vasquez  
Employee Organization: Laborers' International Union of North America (LiUNA!)  
Under Negotiations: Price and/or terms of payment

**REPORT FROM CLOSED SESSION**

**ADJOURNMENT**

The next regularly scheduled City Council Meeting will be held on March 9, 2026, at 6:00 p.m. in the City Council Chambers located in the Community Center at 2701 Fourth Street, Ceres, CA.

**AFFIDAVIT OF POSTING**

I, Fallon Martin, City Clerk, for the City of Ceres, declare under penalty of perjury that the foregoing agenda for the Regular City Council Meeting was posted on Wednesday, February 4, 2026, at the following locations in Ceres:

- Community Center Display Case – 2701 Fourth Street



Fallon Martin, City Clerk

**Council Agenda:**

The City Council agenda is available for public review on the City's website at [www.ci.ceres.ca.us](http://www.ci.ceres.ca.us) and posted at the time and places noted above.

**Related Materials:**

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the City Clerk's Office at City Hall located at 2220 Magnolia Street, Ceres, CA during normal business hours. Persons with questions concerning any agenda item may call the City Clerk's Office at (209) 538-5731.

**Notice regarding Americans with Disabilities Act:**



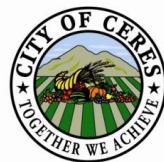
In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting or if you need the agenda and/or the documents in the agenda packet provided in an alternative format, please contact the city clerk's office at (209) 538-5731 at least 48 hours prior to the meeting to ensure that reasonable arrangements can be made (28CFR 35.102-35.104 ADA TITLE II).

Únete al seminario web de ZOOM para participar en vivo en:  
<https://us02web.zoom.us/j/84238632552?pwd=lbhFfblCnodDww5Jv4FpAmo4xCZnpm.1>

ID del seminario web: 842 3863 2552; Código de acceso: 670498; or Llame: (669) 900-6833

**PARA PARTICIPAR EN LA SESIÓN DEL CONCEJO MUNICIPAL VIA COMMENTARIO PÚBLICO REMOTE ENVÍE UN CORREO ELECTRÓNICO A LA SECRETARIA MUNICIPAL A CITYCLERK@CERES.GOV ANTES DE LAS 4:00 P.M. EL DÍA DE LA REUNIÓN. INCLUYA EL NÚMERO DEL PUNTO DEL ORDEN DEL DÍA O MENCIONE "PERÍODO DE COMENTARIOS DEL PÚBLICO" EN EL ASUNTO DEL CORREO ELECTRÓNICO. LA SECRETARIA PODRÁ LEER LOS COMENTARIOS POR ESCRITO DURANTE LA SESIÓN, SI ASÍ LO SOLICITA EXPRESAMENTE AL COMIENZO DE SU CORREO ELECTRÓNICO. SU COMENTARIO ESCRITO SE DISTRIBUIRÁ A LOS MIEMBROS DEL CONCEJO MUNICIPAL Y SE ARCHIVARÁ COMO PARTE DEL ACTA OFICIAL DE LA REUNIÓN.**

*Si tiene alguna pregunta sobre cómo asistir virtualmente o si tiene dificultades en conectarse a la reunión, comuníquese con la Secretaría Municipal a través de la dirección de correo electrónico [cyclerk@ceres.gov](mailto:cyclerk@ceres.gov).*



## AGENDA

### REUNIÓN REGULAR DEL CONCEJO MUNICIPAL CIUDAD DE CERES, CALIFORNIA

**Sala del Concejo Municipal, 2701 Fourth Street  
Lunes, 9 de febrero de 2026, a las 6:00 p.m.**

Dirección de envío: Ceres City Hall, 2220 Magnolia Street, Ceres, CA 95307-3292  
Teléfono: (209) 538-5700 Fax: (209) 538-5780

#### LLAMAR AL ORDEN

Alcalde Lopez

#### PASE DE LISTA

Alcalde:	Javier Lopez
Vicealcalde:	Daniel A. Martinez (Distrito 4)
Concejales:	James Casey (Distrito 1); Rosalinda L. Vierra (Distrito 2); Cerina Otero (Distrito 3)

#### INVOCACIÓN

Invocación por Dick Conners, Ceres First Baptist Church.

## **JURAMENTO A LA BANDERA**

Juramento a la bandera dirigido por Alcalde Lopez.

## **PRESENTACIONES**

- A. Reconocer la jubilación del Director de Obras Públicas, Sam Royal.
- B. Proclamación del Mes de la Historia Afroamericana

## **COMENTARIOS PÚBLICOS** al Consejo sobre asuntos no incluidos en la agenda (cinco minutos).

El Consejo Municipal da la bienvenida y fomenta la participación en sus reuniones. Las reglas adoptadas permiten un máximo de 5 minutos (Resolución n.º 2007-106) para la expresión sobre temas no incluidos en la agenda. El público general puede dirigirse acerca de asuntos que estén bajo la jurisdicción del Consejo Municipal y que no estan incluidos en la agenda que fue publicada; sin embargo, la ley de California prohíbe que el Consejo Municipal tome decisiones sobre cualquier asunto que no esté en la agenda publicada, a menos que el Consejo Municipal lo declare como una emergencia. Cuidadanos tienen el derecho a dirigirse al Consejo Municipal sobre cualquier punto de la agenda, con la limitación de 5 minutos.

## **DECLARACIÓN DE CONFLICTO DE INTERESES**

## **NOMBRAMIENTOS PARA JUNTAS/COMISIONES**

Nada

## **CALENDARIO DE CONSENTIMIENTO**

Todos los asuntos incluidos en el Calendario de Consentimiento se consideran de rutina ordinaria y se aprobarán por una sola moción, a menos que algún Concejal o miembro del público solicite su consideración por separado. Si no, se aceptará la recomendación del personal y se procederá a la votación nominal.

1. Informe de la Secretaría Municipal sobre la publicación de la agenda. La agenda de la Reunión del Concejo Municipal del 9 de febrero de 2026 se publicó el miércoles 4 de febrero de 2026. (*Secretaría Municipal*)
2. Renuncia procesal de lectura. Renuncia de la lectura de todas las ordenanzas y resoluciones. (Se renuncia la lectura completa de todas las ordenanzas y resoluciones incluidas en la agenda y se declara que los títulos mencionados en la agenda pública se considerarán leídos por título). (*Secretaría municipal*)
3. Registro de demandas de pago del 13 de enero de 2026 al 22 de enero de 2026. (*Portillo*)
4. **Resolución N° 2026-XXX**, Aprobación de un acuerdo de acceso/derecho de entrada, autorización al Administrador Municipal para firmar el acuerdo y

autorización para el registro del acuerdo ante el registrador del condado. (*Beltran*)

5. **Resolución Nº 2026-XXX**, Aprobando la inclusión del proyecto del Puente de Service Road en el Programa de Mejoras de Capital y crear una nueva partida presupuestaria para un total de \$537,782.12; aprobar el acuerdo del proyecto adjunto al acuerdo marco de servicios de consultoría profesional con Consor North America, para los servicios de diseño del Proyecto del Puente de Service Road sobre el Canal Principal de Ceres por un monto de \$517,782.12; aceptar la subvención del Programa de Puentes de Carreteras por un monto de \$277,000 y la enmienda presupuestaria correspondiente que incrementa los fondos de ingresos; aprobar las transferencias presupuestarias por un total de \$260,782.12 provenientes del Proyecto 2601 (\$145,565.33) y del Proyecto 2603 (\$115,216.79) para fondos de contrapartida; y autorizar al Administrador Municipal a firmar el acuerdo. (*Beltran*)
6. **Resolución Nº 2026-XXX**, Aceptando la finalización del proyecto de la Glorieta de Whitmore; se autoriza la presentación del Aviso de Finalización; y se autoriza el desembolso del saldo retenido al contratista. (*Beltran*)
7. **Resolución Nº 2026-XXX**, Autorizando la presentación de una solicitud a la Oficina de Seguridad Vial para obtener una subvención para un Programa Especial de Control del Tráfico (STEP). (*Johnson*)
8. **Resolución Nº 2026-XXX**, Aprobación de un Memorando de Entendimiento (MOU) con el Consejo de Gobiernos de Stanislaus (StanCOG) para la subasignación de la subvención del Programa Regional de Planificación de Acción Temprana (REAP) 2.0, autorización de una enmienda presupuestaria para la asignación de fondos y autorización al Administrador Municipal para firmar el Memorando de Entendimiento. (*Administrador Municipal*)
9. **Resolución Nº 2026-XXX**, Aprobación de un acuerdo de servicios profesionales con EMC Planning Group, Inc. para servicios de planificación profesional relacionados con la implementación del Sexto Ciclo del Plan de Vivienda 2023-2031 y una actualización del Plan Específico del Centro de la Ciudad, y autorización al Administrador Municipal para firmar dicho acuerdo. (*Administrador Municipal*)
10. **Resolución Nº 2026-XXX**, Aprobación de la donación de \$5,000 a la sección 10293 de la Organización Veterans of Foreign Wars (VFW) Lloyd R. Smith, según lo designado por el Concejal James Casey. (*Portillo*)
11. Correspondencia General – **Solo para infomación**
  - a. Informe mensual de Obras Públicas correspondiente a diciembre de 2025. (*Royal*)
12. **Resolución Nº 2026-XXX**, Aprobación de un acuerdo de cinco años con NetFile,

Inc. por un monto de \$5,100 anual para la presentación electrónica de Declaraciones de Campaña, Declaraciones de Intereses Económicos (Formulario 700), capacitación en ética según la Ley AB 1234 y capacitación financiera según la Ley SB 827, y autorización al Administrador Municipal para firmar el acuerdo. (*Secretaría Municipal*)

13. **Resolución Nº 2026-XXX**, Aprobación de un contrato de servicios profesionales con Gouveia Engineering por un monto de \$40,000.00 para servicios de planificación principal y autorización al Administrador Municipal para firmar el contrato. (*Administrador Municipal*)
14. **Resolución Nº 2026-XXX**, Aprobación de un acuerdo con West Coast Arborists, Inc. para servicios de tala de árboles en George Costa Fields, aprobación de una enmienda presupuestaria y autorización al Administrador Municipal para firmar el acuerdo. (*Beltran*)
15. **Resolución Nº 2026-XXX**, Aprobación de un acuerdo con NorthStar Engineering Group, Inc. por un monto que no exceda los \$49,000.00 para servicios de planificación y gestión de proyectos, aprobación de una modificación presupuestaria y autorización al Administrador Municipal para firmar el acuerdo. (*Administrador Municipal*)

#### **CONSIDERACIÓN DE LOS ASUNTOS RETIRADOS DEL CALENDARIO DE CONSENTIMIENTO**

#### **ASUNTOS PENDIENTES**

Nada

#### **AUDIENCIA PÚBLICA**

16. **Resolución Nº 2026-XXX**, Aprobación de la revisión de la capacidad de carga del puente de Service Road sobre el canal principal del Distrito de Riego de Turlock en Ceres, de conformidad con la Sección 35751 del Código de Vehículos de California. (*Beltran*)

#### **ASUNTOS NUEVOS**

17. Aprobación de la presentación de una carta de apoyo del Consejo Municipal de Ceres para la organización South Modesto Businesses United, en relación con la solicitud de subvención para Planificación y Desarrollo de Capacidades de 2025. (Aguirre)

## TEMAS DE DISCUSIÓN

Nada

### RECOMENDACIONES DE LOS CONCEJALES

Los concejales solicitan que se incluya un punto en la agenda de una futura reunión (en conformidad con el Capítulo 2 - Reuniones del Consejo Municipal, J-8. Recomendaciones/Determinación de puntos para la agenda del Consejo Municipal).

18. Reunión conjunta del Concejo Municipal y la Comisión de Planificación  
*(Solicitada por el Alcalde López)*
19. Programa de subvenciones para eventos y actividades comunitarias y reevaluación de la póliza de Donaciones del Consejo  
*(Solicitada por la Concejal Otero)*

### INFORMES

En este momento, cualquier miembro del Consejo o del personal municipal podrá hacer un anuncio o informar brevemente sobre sus actividades.

- Alcalde
- Consejales
- Administrador Municipal
- Abogada Municipal
- Departamentos

## SESIÓN A PUERTA CERRADA

20. Reunión para negociaciones sobre bienes inmuebles, Código Gubernamental de California §54956.8  
*"No obstante cualquier otra disposición de este capítulo, un grupo legislativo de una agencia local podrá tener una sesión a puerta cerrada con su negociador antes de la compra, venta, permuta o arrendamiento de bienes inmuebles por o para la agencia local, con el fin de otorgar autoridad a su negociador con respecto al precio y las condiciones de pago de la compra, venta, permuta o arrendamiento."*  
Propiedad: APN 127-016-014  
Negociadores de la agencia: Administrador Municipal, Douglas D. Dunford y Abogada Municipal, Nubia I. Goldstein  
Partes negociadoras: Consejo Judicial de California  
En negociación: Precio y condiciones de pago
21. Conferencia con el asesor legal – Litigios Existenetes, Código de Gobierno de California § 54956.9  
*"A los efectos de esta sección, se considerará que un litigio está pendiente cuando se dé alguna de las siguientes circunstancias:... Se ha iniciado formalmente un litigio en el que la agencia local es parte."*  
Nombre del caso: Ashley Ranuio y otros contra la Ciudad de Ceres y otros, Número

de caso del Tribunal Superior de Stanislaus: CV-25-009856

22. Conferencia con el asesor legal – Litigios Existenetes, Código de Gobierno de California § 54956.9

*“A los efectos de esta sección, se considerará que un litigio está pendiente cuando se dé alguna de las siguientes circunstancias:... Se ha iniciado formalmente un litigio en el que la agencia local es parte.”*

Nombre del caso: Rafid Khoshaba y Tow One Inc. contra la Ciudad de Ceres, Número de caso del Tribunal Superior del Condado de Stanislaus: CV-24-005948

23. Conferencia con con negociadores laborales, Código Gubernamental de California §54957.6(a)

Representantes designados de la agencia: Administrador Municipal, Douglas D. Dunford y Directora de Recursos Humanos, Delilah Vasquez

Organización de empleados: Sindicato Internacional de Trabajadores de América del Norte (LiUNA!)

Asunto en negociación: Precio y/o condiciones de pago

## **INFORME DE LA SESIÓN A PUERTA CERRADA**

### **APLAZAMIENTO**

La próxima reunión regular del Consejo Municipal será el 9 de marzo de 2026, a las 6:00 p.m., en la sala del Consejo Municipal ubicada en el Centro Comunitario, en 2701 Fourth Street, Ceres, CA.

### **DECLARACIÓN JURADA DE PUBLICACIÓN**

Yo, Fallon Martin, Secretaria Municipal de la Ciudad de Ceres, declaro bajo pena de perjurio que la agenda para la Sesión Regular del Concejo Municipal fue publicado el miércoles 4 de febrero de 2026 en los siguientes lugares de Ceres:

- Vitrina del Centro Comunitario – 2701 Fourth Street



Fallon Martin, Secretaria Municipal

### **Agenda del Consejo:**

La agenda del consejo está disponible para revisión pública en el sitio web de la ciudad en [www.ci.ceres.ca.us](http://www.ci.ceres.ca.us) y se publica en la fecha y los lugares indicados anteriormente.

### **Materiales relacionados:**

Cualquier escrito o documento proporcionado a la mayoría del Consejo Municipal en relación con cualquier punto de esta agenda estará disponible para inspección pública en la Oficina de la Secretaria Municipal, ubicada en el Ayuntamiento, en 2220 Magnolia Street, Ceres, CA, durante el horario comercial normal. Las personas que tengan

preguntas sobre cualquier punto de la agenda pueden llamar a la Oficina de la Secretaría Municipal al (209) 538-5731.

**Aviso acerca de la Ley de Estadounidenses con Discapacidades:**



En conformidad con la Ley para Estadounidenses con Discapacidades, si necesita asistencia especial para participar en esta reunión o si necesita que la agenda o los documentos incluidos en el paquete de la agenda se le proporcionen en una forma alternativa, comuníquese con la oficina de la secretaría municipal al (209) 538-5731 con al menos 48 horas en anticipación a la reunión para garantizar que se puedan realizar los arreglos necesarios (28 CFR 35.102-35.104, Título II de la ADA).



# Proclamation

## PROCLAIMING FEBRUARY 2026 AS BLACK HISTORY MONTH

### THE CITY COUNCIL City of Ceres

**WHEREAS**, Black History Month celebrates the contributions that African Americans have made to American history in their struggles for freedom and equality and deepens our understanding of our Nation's history; and

**WHEREAS**, in 1926, Carter G. Woodson and the Association for the Study of African American Life and History launched a week to bring attention and promote studying black history as a discipline and celebrate the accomplishments of African Americans; and

**WHEREAS**, Woodson sought to highlight the contributions and accomplishments made to the history of our country that for years had been omitted; and

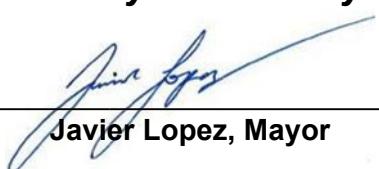
**WHEREAS**, the African American community has endured decades of struggle to be recognized as equal among our fellow citizens; and

**WHEREAS**, in 1976, as part of the Nation's bicentennial, President Gerald Ford decreed Black History Month a national observance stating, "We can seize the opportunity to honor the too-often neglected accomplishments of black Americans in every area of endeavor throughout our history;" and

**WHEREAS**, during the month of February, our Nation takes pause to reflect on the injustices and struggles fought and overcome by African Americans throughout our Nation's history and pay tribute to the battles they have fought in the name of equality.

**NOW, THEREFORE, BE IT RESOLVED** I, Javier Lopez, Mayor of the City of Ceres, on behalf of the City Council, Vice Mayor Daniel A. Martinez, Councilmembers James Casey, Rosalinda L. Vierra, and Cerina Otero, do hereby proclaim February 2026 as Black History Month and encourages all residents to join in celebrating our city's diversity and continue the efforts to create a world that is more just, peaceful and prosperous for all.

*Proclaimed this 9<sup>th</sup> day of February 2026*



---

Javier Lopez, Mayor





## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** February 9, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Vanessa Portillo, Director of Finance

[Vanessa.Portillo@ceres.gov](mailto:Vanessa.Portillo@ceres.gov), (209) 538-5764

**SUBJECT:** **Register of Audited Demand(s) Dated January 13, 2026, through January 22, 2026**

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### **RECOMMENDED COUNCIL ACTION:**

City Council approve the register of audited demand(s) dated January 13, 2026, through January 22, 2026, covering obligations to be paid by general warrants in the amount of \$2,420,628.73.

#### **I. BACKGROUND:**

In accordance with Section 37202 of the Government Code of the State of California this is presented here with a summary of demands against the City of Ceres covering obligations to be paid for the period ending January 13, 2026, through January 22, 2026.

Each demand has been audited and I hereby certify to their accuracy and conformance with the budget. Sufficient funds are available for payment of these demands.

I declare under penalty of perjury that the register of audited demands has been examined by me and to the best of my knowledge and belief is a true, correct and complete listing of claims audited and payable.

#### **II. REASONS FOR RECOMMENDATION:**

The Finance Department monitors payments of invoices for accountability, accuracy, and completeness. Budgeted payrolls and demands paid by warrants or checks may be presented to the legislative body for ratification and approval. This allows for invoices to be paid in a timely manner to establish goodwill with merchants and allows for discounts to be taken where applicable.

**III. FISCAL IMPACTS:**

The attached listing represents the cash disbursements required of normal and usual operations during the period. The disbursements are accounted for in the FY 2025-26 budget. There is a \$2,420,628.73 fiscal impact for the period of January 13, 2026, through January 22, 2026.

**IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

N/A

**V. POLICY ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

N/A

**VII. PUBLIC PARTICIPATION:**

N/A

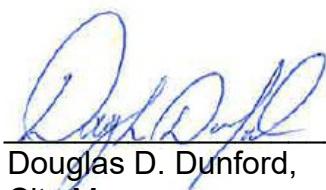
**VIII. ENVIRONMENTAL REVIEW:**

N/A

**IX. STEPS FOLLOWING APPROVAL:**

N/A

Approved by:



Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Warrant Register January 13, 2026, through January 22, 2026



## Voucher List

City of Ceres

ATTACHMENT A

1/23/2026

1

Date		PO#	Invoice Description	Amount
01/13/26	1ST SECURITY & SOUND, INC	22600002	FIRE AND SECURITY ALARM SERVICES AT ROCKEFELLER DR	89.95
		22600002	FIRE AND SECURITY ALARM SERVICES @ FIRE	105.00
		22600002	FIRE AND SECURITY ALARM SERVICES @ PW FIRE	105.00
		22600002	FIRE AND SECURITY ALARM SERVICES @ PW YARD	49.95
		22600002	FIRE AND SECURITY ALARM SERVICES@WHITMORE MANSION	49.95
		22600002	FIRE AND SECURITY ALARM SERVICES @ PARKS YARD	49.95
		22600002	FIRE AND SECURITY ALARM SERVICES @WHITMORE HOUSE	105.00
		22600002	FIRE AND SECURITY ALARM SERVICES @COSTA FIELDS	49.95
		22600002	FIRE AND SECURITY ALARM SERVICES @ CITY HALL/ANNEX	154.95
			<b>Total:</b>	<b>759.70</b>
01/13/26	209 MULTIMEDIA CORPORATION		PUBLIC HEARING NOTICE - BICYCLE ORDINANCE #2	138.00
			<b>Total:</b>	<b>138.00</b>
01/13/26	ALAMEDA COUNTY SHERIFF'S OFFIC REGNL TRNG		FERREIRA/VANDAGRIFT: TUITION MOTOR SCH 5/4-15/26	4,188.00
			<b>Total:</b>	<b>4,188.00</b>
01/13/26	ALPINE PROTECTIVE SOLUTIONS LLC	22600001	CITY SECURITY SERVICES FOR EIGHT PARKS	4,774.00
			<b>Total:</b>	<b>4,774.00</b>
01/13/26	AMAZON CAPITAL SERVICES, INC.		SAFETY GUARDS	78.22
			WRENCHES	50.72
			TOWELS FOR FLEET	42.26
			<b>Total:</b>	<b>171.20</b>
01/13/26	AT&T		CLETS LINE- 11/13/25-12/12/25	294.31
			<b>Total:</b>	<b>294.31</b>
01/13/26	AT&T MOBILITY		11/24/2025 - 12/23/2025 MODEMS FOR PD/FIRE VEHICLES	88.36
			<b>Total:</b>	<b>88.36</b>
01/13/26	BADGE FRAME, INC		NAME PLATE FOR PERPETUAL AWARDS	21.00
			<b>Total:</b>	<b>21.00</b>
01/13/26	BEAR ELECTRICAL SOLUTIONS, INC	22600004	TRAFFIC SIGNAL MAINTENANCE AND REPAIR SERVICES	2,521.00
			TRAFFIC SIGNAL RESPONSE	1,780.00
			<b>Total:</b>	<b>4,301.00</b>



# Voucher List

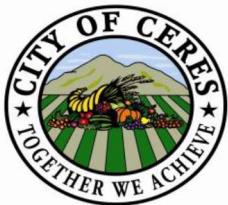
City of Ceres

ATTACHMENT A

1/23/2026

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Date	PO#	Invoice Description	Amount
01/13/26		BERTOLOTTI CERES DISPOSAL, INC	587,854.52
		<b>Total:</b>	<b>587,854.52</b>
01/13/26		BRANDY D MEYER	275.00
		CPR FIRST AID TRAINING	
		CPR SAFETY TRAINING	1,760.00
		<b>Total:</b>	<b>2,035.00</b>
01/13/26		CALIFORNIA LANDSCAPE SUPPLY, INC.	110.54
		2.5 YARDS OF SAND	
		1.5 YARDS OF SAND	66.33
		<b>Total:</b>	<b>176.87</b>
01/13/26	22600042	AMANDA FENTON	4,095.14
	22600042	9/1-30/2025 GRANT WRITING SERVICES	
	22600042	10/1-31/2025 GRANT WRITING SERVICES	4,095.14
	22600042	11/1-11/30/2025 GRANT WRITING SERVICES	4,095.14
	22600042	12/1-31/2025 GRANT WRITING SERVICES	4,095.14
		<b>Total:</b>	<b>16,380.56</b>
01/13/26		CAR WASH PARTNERS, INC.	252.00
		12/01 - 12/31/25 CAR WASHES FOR PD	
		12/01 - 12/30/25 CAR WASHES FOR PW	270.00
		<b>Total:</b>	<b>522.00</b>
01/13/26		CALIFORNIA ASSOCIATION OF TACTICAL OFFICERS	2,204.00
		<b>Total:</b>	<b>2,204.00</b>
01/13/26		CERES BODY SHOP, INC	80.00
		EVIDENCE TOW	
		EVIDENCE TOW	80.00
		<b>Total:</b>	<b>160.00</b>
01/13/26	22600030	CITY OF MODESTO	669,331.58
		JAN 26 CERES FIRE SRVS CONTRACT	
		<b>Total:</b>	<b>669,331.58</b>
01/13/26		CITY OF MODESTO	91.75
		11/24 - 12/22/2025 WTR SVCS 830 PECOS	
		<b>Total:</b>	<b>91.75</b>
01/13/26	22600075	CIVICPLUS, LLC	15,120.00
		12/09/25 - 12/08/2026 AGENDA MANAGEMENT SOFTWARE	
		<b>Total:</b>	<b>15,120.00</b>
01/13/26		CONDIT, GARY MATTHEW	80.00
		JAN2026 PLAN COMM STIPEND GARY CONDIT	
		<b>Total:</b>	<b>80.00</b>



# Voucher List

City of Ceres

ATTACHMENT A

1/23/2026

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Date	PO#	Invoice Description	Amount
01/13/26		CONSOLE CLEANING SPECIALISTS, INC. DISPATCH CONSOLE ANNUAL DEEP CLEANING	1,715.00
		<b>Total:</b>	<b>1,715.00</b>
01/13/26		CPRS 2026 MAINTENANCE MANAGEMENT SCHOOL REGISTRATION	1,700.00
		<b>Total:</b>	<b>1,700.00</b>
01/13/26		CRESCENT SUPPLY JOHNSON - CREDIT ON LS SHIRT	-157.86
		JOHNSON - CREDIT ON SS SHIRT	-132.82
		JOHNSON - SS SHIRT	138.26
		RECRUIT UNIFORM - MALONEY	22.85
		RECRUIT UNIFORM - MCCLAIN	528.49
		NEW HIRE UNIFORM - SINGH - PANTS	70.76
		<b>Total:</b>	<b>469.68</b>
01/13/26	22600040	D.A. WOOD CONSTRUCTION, INC. 12/20/25-PRKSIDE ESTATE, WOODACRES/6TH ST WTR MAIN	341,011.10
		<b>Total:</b>	<b>341,011.10</b>
01/13/26		DAIOHS USA INC. OFFICE WATER- PW ADMIN BUILDING	59.64
		OFFICE WATER FOR WATER DEPT.	44.11
		<b>Total:</b>	<b>103.75</b>
01/13/26		DASH MEDICAL GLOVES, LLC NITRILE GLOVES	187.08
		<b>Total:</b>	<b>187.08</b>
01/13/26		DORIS DAKIN PEREZ JAN2026 PLAN COMM STIPEND DORIE PEREZ	80.00
		<b>Total:</b>	<b>80.00</b>
01/13/26		FORD MOTOR COMPANY FORD TELEMATICS (RADIOS)	138.77
		<b>Total:</b>	<b>138.77</b>
01/13/26		HUNT & SONS LLC 12/1-12/15/25 FUEL FOR PW	8,923.17
		12/1-12/15/25 FUEL FOR PD	5,806.38
		<b>Total:</b>	<b>14,729.55</b>
01/13/26		HUNT OIL OF CALIFORNIA HYDRAULIC OIL	173.29
		<b>Total:</b>	<b>173.29</b>
01/13/26		JACK HENRY & ASSOCIATES, INC. EPS MONTHLY	79.71
		<b>Total:</b>	<b>79.71</b>



# Voucher List

City of Ceres

ATTACHMENT A

1/23/2026

4

Date		PO#	Invoice Description	Amount
01/13/26	JAMMU, RULDIP		JAN2026 PLAN COMM STIPEND RULDIP JAMMU	80.00
			<b>Total:</b>	<b>80.00</b>
01/13/26	KATHRYN FOSTER		UNIFORM POLOS, T-SHIRTS AND HOODIES FOR NON-SWORN	1,563.85
			<b>Total:</b>	<b>1,563.85</b>
01/13/26	KLEINFELDER, INC	22600043	OCT 25 RICHLAND AVE RECON GEO ENG SVCS-AGRMNT#5	1,286.90
			<b>Total:</b>	<b>1,286.90</b>
01/13/26	LEAGUE OF CALIFORNIA CITIES		MEMBERSHIP DUES 2026	18,545.00
			<b>Total:</b>	<b>18,545.00</b>
01/13/26	BRIAN PETERSEN		PER DIEM ICI CHILD ABUSE FEB 1 - FEB 6 2026	473.00
			<b>Total:</b>	<b>473.00</b>
01/13/26	BRYAN FERRIERA		LODGING/PER DIEM MOTOR SCH 5/4-15/26	2,350.87
			<b>Total:</b>	<b>2,350.87</b>
01/13/26	CHARLES LORD HUFF		GAS REIMBURSEMENT FOR VEHICLE PURSUIT	65.83
			<b>Total:</b>	<b>65.83</b>
01/13/26	DIRK NIEUWENHUIS		LODGING/PER DIEM SBSLI MOD 2 FEB 25 - FEB 28 2026	707.80
			<b>Total:</b>	<b>707.80</b>
01/13/26	DIRK NIEUWENHUIS		LODGING/PER DIEM SBSLI MOD 1 JAN 28 - JAN 31 2026	726.07
			<b>Total:</b>	<b>726.07</b>
01/13/26	DOUG DUNFORD		D.DUNFORD: LOCC CM CONF 2/11-13/2026	397.90
			<b>Total:</b>	<b>397.90</b>
01/13/26	KRANDALL VANDAGRIFF		LODGING/PER DIEM MOTOR SCH 5/4-15/26	2,449.88
			<b>Total:</b>	<b>2,449.88</b>
01/13/26	NICOLAS WELSH		LODGING/PER DIEM CHEM AGENT INSTR FEB 1- FEB 6 26	1,208.42
			<b>Total:</b>	<b>1,208.42</b>
01/13/26	TYLER WILSON		PER DIEM CHEM AGENT INSTR FEB 1- FEB 6 2026	473.00
			<b>Total:</b>	<b>473.00</b>



## Voucher List

City of Ceres

ATTACHMENT A

1/23/2026

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Date	PO#	Invoice Description	Amount
01/13/26		MISSION LINEN SUPPLY	10.00
		12/29/25 MATS FOR PW ADMIN BUILDING	
		1/5/26 MATS FOR PW ADMIN BUILDING	10.00
		12/15/25 UNIFORM SERVICES WTR/WTR CONSERVATION	80.34
		12/29/25 UNIFORM SERVICE STREETS	483.72
		<b>Total:</b>	<b>584.06</b>
01/13/26		MOTOR PARTS DISTRIBUTORS INC	1,779.14
		VALVE COR,COOLING FAN,BULBS,FILTERS,WIPERS,BRK PAD	
		<b>Total:</b>	<b>1,779.14</b>
01/13/26	22600024	NORTHSTAR ENGINEERING GROUP, INC.	4,716.25
		PLANNING PROJECT MANAGEMENT SERVICES	
		<b>Total:</b>	<b>4,716.25</b>
01/13/26		ODP BUSINESS SOLUTIONS, LLC	180.89
		BINDER DIVIDERS FOR HOMICIDE BOOKS	
		<b>Total:</b>	<b>180.89</b>
01/13/26		OSBORNE LAW OFFICE, PC	950.00
		DEC 1 - DEC 31, 2025 INVESTIGATION FEES	
		<b>Total:</b>	<b>950.00</b>
01/13/26		PACIFIC GAS & ELECTRIC	1,106.74
		12/03 - 12/31/2025 PG&E SRVCS 3101 FOWLER RD	
		12/05/25 - 01/05/2026 PG&E SRVCS 2928 5TH ST	13.19
		12/04/25 - 01/02/2026 PG&E SRVCS 420 SERVICE RD	3,569.97
		12/05/25 - 01/05/2026 PG&E SRVCS 2701 4TH ST	2,276.17
		<b>Total:</b>	<b>6,966.07</b>
01/13/26		PRICE FORD OF TURLOCK, INC.	120.00
		REPLACED PASSENGER SIDE HEAD LIGHT	
		SPARK PLUGS AND COIL	86.30
		<b>Total:</b>	<b>206.30</b>
01/13/26		SAFE T LITE OF MODESTO INC	419.37
		4 TRAFFIC SIGNS	
		5 LOW CLEARENCE SIGNS	69.80
		<b>Total:</b>	<b>489.17</b>
01/13/26		SHARP ELECTRONICS CORPORATION	1,767.55
		STANDARD PYMNT 8 COPIERS 1 PR/ANNUAL PROPERTY TAX	
		<b>Total:</b>	<b>1,767.55</b>
01/13/26		ADRIANA P. LAITON	65.33
		DECAL FOR LOBBY DOORS WITH HOURS	
		<b>Total:</b>	<b>65.33</b>



# Voucher List

City of Ceres

ATTACHMENT A

1/23/2026

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Date	PO#	Invoice Description	Amount
01/13/26	T-MOBILE USA, INC	WARRANT FOR PHONE SEARCH	250.00
		CELLPHONE WARRANT	115.00
		CELLPHONE WARRANT	200.00
		<b>Total:</b>	<b>565.00</b>
01/13/26	TOP DOG POLICE K9 TRAINING AND CONSULTING	K9 TRAINING - 12/2/25 & 12/16/25	720.00
		<b>Total:</b>	<b>720.00</b>
01/13/26	TROPHY WORKS, INC.	DOOR HOLDERS/NAME PLATES	262.57
		<b>Total:</b>	<b>262.57</b>
01/13/26	U.S. BANK VISA	DEC 25 VISAS	23,098.63
		<b>Total:</b>	<b>23,098.63</b>
01/13/26	BJP PROPERTIES, LLC	UB OVERPAYMENT REFUND 0350	146.09
		<b>Total:</b>	<b>146.09</b>
01/13/26	BOWMAN, CAMERON MITCHEL	UB OVERPAYMENT REFUND 0010	72.71
		<b>Total:</b>	<b>72.71</b>
01/13/26	DA BRAEO, ERIKA	UB OVERPAYMENT REFUND 0220	11.87
		<b>Total:</b>	<b>11.87</b>
01/13/26	DASHER, LLC	UB OVERPAYMENT REFUND 0230	17.31
		<b>Total:</b>	<b>17.31</b>
01/13/26	GOMEZ ARROYO, AMOR DEL ROCIO	UB OVERPAYMENT REFUND 0250	85.73
		<b>Total:</b>	<b>85.73</b>
01/13/26	JONES, CHELSEA	UB OVERPAYMENT REFUND 0380	59.23
		<b>Total:</b>	<b>59.23</b>
01/13/26	RAMIREZ, AZUCENA	UB OVERPAYMENT REFUND 0340	69.12
		<b>Total:</b>	<b>69.12</b>
01/13/26	RICHLAND ACE HARDWARE	UB OVERPAYMENT REFUND 0080	81.31
		<b>Total:</b>	<b>81.31</b>
01/13/26	RJK INVESTMENTS	UB OVERPAYMENT REFUND 9830	28.18
		<b>Total:</b>	<b>28.18</b>
01/13/26	ROBERSON, STEPHEN A	UB OVERPAYMENT REFUND 0280	8.88
		<b>Total:</b>	<b>8.88</b>



## Voucher List

City of Ceres

ATTACHMENT A

1/23/2026

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Date	PO#	Invoice Description	Amount
01/13/26		TRICON SFR 2025-1 BORROWER LLC	119.27
		<b>Total:</b>	<b>119.27</b>
01/13/26		UNITED SITE SERVICES	279.69
		<b>Total:</b>	<b>279.69</b>
01/13/26		VALLEY WIDE COOPERATIVE	20.57
		<b>Total:</b>	<b>20.57</b>
01/13/26		VERIZON WIRELESS	2,795.06
		<b>Total:</b>	<b>2,795.06</b>
01/13/26		VERIZON WIRELESS	225.00
		<b>Total:</b>	<b>225.00</b>
01/13/26	22500055	WEST COAST ARBORISTS, INC.	1,000.00
	22600000	10/1-10/15/2025 GRID PRUNE PROGRAM	2,450.00
		TREE MAINTENANCE AND REMOVAL PROGRAM	3,450.00
		<b>Total:</b>	<b>3,450.00</b>
01/13/26		WILLE ELECTRIC SUPPLY, INC.	68.60
		<b>Total:</b>	<b>68.60</b>
01/13/26		WILLEY PRINTING CO., INC.	71.53
		<b>Total:</b>	<b>71.53</b>
01/22/26	22600002	1ST SECURITY & SOUND, INC	49.95
	22600002	FIRE AND SECURITY ALARM SERVICES @ CC	49.95
		FIRE AND SECURITY ALARM SERVICES @ LEGION HALL	400.00
		SERVICE MAINTENANCE CALL- PUBLIC WORKS CORP YARD	499.90
		<b>Total:</b>	<b>499.90</b>
01/22/26	22600031	ACCESS TO POWER, INC	178,708.00
		<b>Total:</b>	<b>178,708.00</b>
01/22/26		ALIGNTEC, INC	176.00
		CLEAN TRUCK CHECK	176.00
		CLEAN TRUCK CHECK	352.00
		<b>Total:</b>	<b>352.00</b>



# Voucher List

City of Ceres

ATTACHMENT A

1/23/2026

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Date	PO#	Invoice Description	Amount
01/22/26		AMAZON CAPITAL SERVICES, INC.	
		FIRST AID CABINET RESTOCK	29.40
		2026 DESK CALENDARS	64.53
		EXTENSION CORD WATERPROOF COVER	5.41
		HANGERS FOR CERTIFICATES	27.83
		DRILL PRESS GUARD	264.46
		FIRST AID CABINET SUPPLIES (RESTOCK)	93.92
		<b>Total:</b>	<b>485.55</b>
01/22/26		AT&T	
		01/07/26 - 02/06/26 FIRE ALARM SVC	31.76
		<b>Total:</b>	<b>31.76</b>
01/22/26		AT&T	
		JAN 5 - FEB 2025 SHORETEL	5,110.00
		<b>Total:</b>	<b>5,110.00</b>
01/22/26		AT&T	
		CELLPHONE WARRANT	120.00
		<b>Total:</b>	<b>120.00</b>
01/22/26	22500145	BLACK WATER CONSULTING ENGINEERS, INC	
		2025 URBAN WATER MANAGEMENT PLAN UPDATE	4,124.00
		<b>Total:</b>	<b>4,124.00</b>
01/22/26	22600008	BRIGHTVIEW LANDSCAPE SERVICES, INC	
		DEC 2025 LANDSCAPE SERVICES FOR CITY PARKS	23,744.00
		<b>Total:</b>	<b>23,744.00</b>
01/22/26	22600061	BSK ASSOCIATES	
		12/1-12/31/25 - 6TH ST WTR MAIN RPLMNT MATERIALS	15,037.00
		<b>Total:</b>	<b>15,037.00</b>
01/22/26		CALED-CA ASSN FOR LOCAL ECONOMIC DEV	
		CALED YEARLY MEMBERSHIP CITY	800.00
		<b>Total:</b>	<b>800.00</b>
01/22/26		CALIFORNIA LANDSCAPE SUPPLY, INC.	
		FILL DIRT SERVICE LINE REPLACEMENT @ PERISBURG	193.45
		<b>Total:</b>	<b>193.45</b>
01/22/26		AASIM PROPANE & GAS CORPORATION	
		PROPANE-4200 MORGAN RD	734.55
		<b>Total:</b>	<b>734.55</b>
01/22/26		CALIFORNIA SURVEYING & DRAFTING SUPPLY INC	
		DEC 25 HP DRAFTING PLOTTER METER READ	76.61
		<b>Total:</b>	<b>76.61</b>



## Voucher List

City of Ceres

ATTACHMENT A

1/23/2026

9

Date	PO#	Invoice Description	Amount
01/22/26	CERES BODY SHOP, INC	FLAT TIRE FOR UNIT 10-106	25.00
		FLAT TOW FOR UNIT 10-103-25	25.00
		EVIDENCE TOW & STORAGE	1,180.00
		EVIDENCE TOW & STORAGE FEES	1,600.00
		EVIDENCE TOW	150.00
		EVIDENCE TOW	150.00
		EVIDENCE TOW	150.00
		<b>Total:</b>	<b>3,280.00</b>
01/22/26	CHARTER COMMUNICATIONS	INTERNET SERVICES WATERWORLD 1/1-1/31/26	380.00
		<b>Total:</b>	<b>380.00</b>
01/22/26	CHARTER COMMUNICATIONS	1/1 TO 1/31/2026 INTERNET SVCS FIBER AND CABLE	1,578.99
		<b>Total:</b>	<b>1,578.99</b>
01/22/26	CITY OF MODESTO	10/31-11/30/25 NORTH CERES SEWER SRVCS	143,086.31
		<b>Total:</b>	<b>143,086.31</b>
01/22/26	CORELOGIC SOLUTIONS, LLC	DEC 1 - DEC 31 2025 METRO SCAN OLINE ACCESS	382.35
		<b>Total:</b>	<b>382.35</b>
01/22/26	CRESCENT SUPPLY	NEW HIRE UNIFORM - HATCHER - CAMPAIGN HAT	207.94
		NEW HIRE UNIFORM - MALONEY - LS SHIRT	149.15
		NEW HIRE UNIFORM - MCCLAIN	542.05
		NEW HIRE UNIFORM - MCCLAIN - TIE BAR	7.61
		BOOT POLISH	10.88
		BOOTS PER MOU - TAYLOR	179.63
		<b>Total:</b>	<b>1,097.26</b>



## Voucher List

City of Ceres

ATTACHMENT A

1/23/2026

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Date	PO#	Invoice Description	Amount
01/22/26		DITTO'S COPY CENTER, INC. EVIDENCE REPORTS FOR INVESTIGATIONS	541.88
		<b>Total:</b>	<b>541.88</b>
01/22/26		DON'S MOBILE GLASS, INC. WHITMORE MANSION BROKEN GLASS	371.00
		<b>Total:</b>	<b>371.00</b>
01/22/26		FERGUSON US HOLDINGS, INC. WATER SHUT OFF TOOL	90.62
		<b>Total:</b>	<b>90.62</b>
01/22/26		FINANCIAL CREDIT NETWORK, INC. 7/01/2024 - 7/31/2024 UB COLLECTION FEES	243.12
		<b>Total:</b>	<b>243.12</b>
01/22/26		GEORGE REED, INC. 1.08 TONS OF ASPHALT FOR PATCHING	109.82
		<b>Total:</b>	<b>109.82</b>
01/22/26		GRAINGER FIRST AID SUPPLIES- WATER DEPT	48.62
		HOSE HANGERS @ WELL 38 & 41	82.06
		AIR FILTERS	532.75
		<b>Total:</b>	<b>663.43</b>
01/22/26		HACH COMPANY INC MTNCE & SFTWR UPDATES ON ANALYZERS WELL #39 & #40	5,391.00
		MAINTENANCE & SFTWR UPDATES ON ANALYZERS WELL #16	1,147.00
		<b>Total:</b>	<b>6,538.00</b>
01/22/26		HUNT & SONS LLC 12/15-12/31/25 FUEL FOR PW	5,338.21
		12/15-12/31/25 FUEL FOR PD	5,949.88
		<b>Total:</b>	<b>11,288.09</b>



# Voucher List

City of Ceres

ATTACHMENT A

1/23/2026

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Date	PO#	Invoice Description	Amount
01/22/26	I.C. REFRIGERATION SERVICE, INC.	FIRE EXTINGUISHER SERVICE @ CORP YARD	484.51
		FIRE SPRINKLER SERVICE @ FS 3	221.50
		FIRE SPRINKLER SERVICE @ PUBLIC SAFETY	221.50
		FIRE SPRINKLER SERVICE @ FS 4	221.50
		FIRE SPRINKLER SERVICE @ LEGION HALL	221.50
		FIRE SPRINKLER SERVICE @CC	221.50
		FIRE SPRINKLER SERVICE @FS 1	221.50
		FIRE SPRINKLER SERVICE @COSTA FIELDS	176.71
		<b>Total:</b>	<b>1,990.22</b>
01/22/26	IMPERIAL BAG & PAPER CO. LLC	CORROSIVE LIQUID	128.22
		CUSTODIAL SUPPLIES	424.39
		CUSTODIAL SUPPLIES	722.19
		CUSTODIAL SUPPLIES	3,051.57
		<b>Total:</b>	<b>4,326.37</b>
01/22/26	INDUSTRIAL ELECTRICAL CO.	SERVICE CALL-FIRE STATION 4	1,593.04
		SERVICE CALL OUT AT SAFETY CENTER	1,063.08
		<b>Total:</b>	<b>2,656.12</b>
01/22/26	INFOSEND, INC.	12/1-12/31/25 UB ONLINE MAINT & SUPPORT FEE	475.00
		FOG INSERT PRINT & INSERT FEE NOV 2025 BILLS	1,793.10
		12/10/25 UB STMT PROC, POSTAGE & MAILING	6,627.80
		<b>Total:</b>	<b>8,895.90</b>
01/22/26	JACK HENRY & ASSOCIATES, INC.	EPS MONTHLY	79.71
		<b>Total:</b>	<b>79.71</b>
01/22/26	JANA KIRCHERT	12/22/25-1/8/26 GET FIT ZUMBA GOLD CLASSES	312.00
		<b>Total:</b>	<b>312.00</b>
01/22/26	K & D ENTERPRISES INC.	3 YARDS OF BASE ROCK	113.79
		<b>Total:</b>	<b>113.79</b>
01/22/26	KATHRYN FOSTER	EMBROIDERY ON DETECTIVE'S JACKETS	113.79
		<b>Total:</b>	<b>113.79</b>



## Voucher List

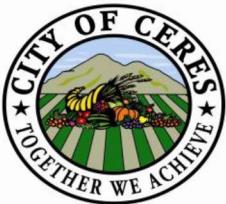
City of Ceres

ATTACHMENT A

1/23/2026

12

Date		PO#	Invoice Description	Amount
01/22/26	KLEINFELDER, INC	22600060	10/1-10/31/25-2024 PAVEMENT PRESER(2512/2513/2514)	14,149.00
			<b>Total:</b>	<b>14,149.00</b>
01/22/26	MICROBAC LABORATORIES, INC		DRINKING WATER QUALITY SAMPLES	133.60
			DRINKING WATER QUALITY SAMPLES	45.60
			DRINKING WATER QUALITY SAMPLES	45.60
			DRINKING WATER QUALITY SAMPLES	44.10
			DRINKING WATER QUALITY SAMPLES	33.00
			DRINKING WATER QUALITY SAMPLES	1,293.60
			DRINKING WATER QUALITY SAMPLES	696.15
			DRINKING WATER QUALITY SAMPLES	1,293.60
			DRINKING WATER QUALITY SAMPLES	49.10
			DRINKING WATER QUALITY SAMPLES	49.10
			<b>Total:</b>	<b>3,683.45</b>
01/22/26	MIRACLE PLAYSYSTEMS INC		SMYRNA PARK PLAYGROUND PARTS	1,394.44
			<b>Total:</b>	<b>1,394.44</b>
01/22/26	DIRK NIEUWENHUIS		PER DIEM PIO SEMINAR 2/23 - 02/25/26	215.00
			<b>Total:</b>	<b>215.00</b>
01/22/26	G3 ENTERPRISES INC		RFND OF DUPLICATE CITATION PYMNT PE00080 PE000801	306.00
			<b>Total:</b>	<b>306.00</b>
01/22/26	JEFF GODFREY		PER DIEM PIO SEMINAR 02/23-02/25/2026	215.00
			<b>Total:</b>	<b>215.00</b>
01/22/26	MISSION LINEN SUPPLY		1/5/26 UNIFORM SERVICE STREETS	53.09
			12/22/25 UNIFORM SERVICE STREETS	97.97
			12/29/25 UNIFORM SERVICE FLEET	31.73
			1/5/26 UNIFORM SERVICE FLEET	31.73
			12/29/25 UNIFORM SERVICE FACILITIES	28.04
			1/5/26 UNIFORM SERVICE WTR/WTR CONSERVATION	80.34
			12/29/25 UNIFORM SERVICE WTR/WTR CONSERVATION	80.34
			12/22/25 UNIFORM SERVICE FACILITIES	28.04



# Voucher List

City of Ceres

ATTACHMENT A

1/23/2026

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Date	PO#	Invoice Description	Amount
		1/5/26 UNIFORM SERVICE FACILITIES	28.04
		12/15/25 UNIFORM SERVICE FACILITIES	80.04
		1/12/26 MATS FOR PW ADMIN BUILDING	10.00
		1/12/26 UNIFORM SERVICE FLEET	31.73
		1/5/26 UNIFORM SERVICE WASTEWATER	70.78
		12/29/25 UNIFORM SERVICE WASTEWATER	70.78
		1/12/26 UNIFORM SERVICE PARKS	54.10
		1/12/26 UNIFORM SERVICE WASTEWATER	70.78
		1/12/26 UNIFORM SERVICE STREETS	132.73
		<b>Total:</b>	<b>980.26</b>
01/22/26	MODESTO WELDING PRODUCTS INC.	DISK HUB AND SEAL UNIT 25-411-07	117.70
		<b>Total:</b>	<b>117.70</b>
01/22/26	MOTOROLA SOLUTIONS, INC	22600006 MOTOROLA RADIO MAINTENANCE - 2/1/26 - 2/28/26	1,407.63
		<b>Total:</b>	<b>1,407.63</b>
01/22/26	PACIFIC STORAGE COMPANY	JANUARY 2026 PD MONTHLY SHREDDING	135.00
		<b>Total:</b>	<b>135.00</b>
01/22/26	PRICE FORD OF TURLOCK, INC.	TIRE SENSOR UNIT 10-248 AND STOCK	339.86
		SEATBELT UNIT 10 -150-18	127.41
		HEADLIGHT ASY FOR UNIT 10-102	1,432.03
		PARTS FOR UNIT 10-102 PD	3,311.84
		COIL ASY. FOR UNIT 10-106 PD	160.50
		<b>Total:</b>	<b>5,371.64</b>
01/22/26	R & S ERECTION TRI-COUNTY INC	GATE REPAIR @ WWTP	730.13
		<b>Total:</b>	<b>730.13</b>
01/22/26	RAYCO INDUSTRIAL SUPPLY INC	REPLACEMENT BENCH GRINDER & WIRE WHEEL	468.17
		<b>Total:</b>	<b>468.17</b>
01/22/26	SAFE T LITE OF MODESTO INC	2 SAFTEY VESTS	40.00
		4 SURFACE MOUNT BASES FOR TRAFFIC SIGN POST	693.49
		<b>Total:</b>	<b>733.49</b>



## Voucher List

City of Ceres

ATTACHMENT A

1/23/2026

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Date		PO#	Invoice Description	Amount
01/22/26	SENSUS USA INC		01/17/26-01/16/27 RNI & SENUS ANALYTICS ANNUAL FEE	22,617.38
			<b>Total:</b>	<b>22,617.38</b>
01/22/26	SINCLAIR GENERAL ENGINEERING CONSTRUCTION	22600077	SINCLAIR CONSTRUCTION-WHITMORE GAZEBO PROJ (2517)	881.91
		22600077	SINCLAIR CONSTRUCTION-WHITMORE GAZEBO PROJ (2517)	6,503.15
			<b>Total:</b>	<b>7,385.06</b>
01/22/26	SITEONE LANDSCAPE SUPPLY, LLC		TURF MARKING PAINT	313.17
			<b>Total:</b>	<b>313.17</b>
01/22/26	SNAP-ON INCORPORATED		END WRENCH	51.89
			<b>Total:</b>	<b>51.89</b>
01/22/26	JEFF C BURROWS	22500106	PUBLIC WORKS DEPARTMENT SCADA SYSTEMS INTEGRATION	1,955.00
			<b>Total:</b>	<b>1,955.00</b>
01/22/26	TD SYNNEX CORPORATION	22600055	2025-26 AUTOCAD RENEWAL	5,383.00
			<b>Total:</b>	<b>5,383.00</b>
01/22/26	TIMECLOCK PLUS		ANNUAL EE LICENSES 12/11/25-12/10/26	9,448.84
			<b>Total:</b>	<b>9,448.84</b>
01/22/26	M AND D FAMILY ENDEAVORS, INC		K9 FOOD - GALLENKAMP/FIONA	83.15
			K9 FOOD - GALLENKAMP/FIONA	83.15
			K9 FOOD - LORD HUFF/ONYX	83.15
			K9 FOOD - RUSHING/ODIN	100.00
			<b>Total:</b>	<b>349.45</b>
01/22/26	TURLOCK IRRIGATION DISTRICT		DEC 7 - JAN 7 25 TID	96,139.16
			<b>Total:</b>	<b>96,139.16</b>
01/22/26	FERETI, TAULELEI		UB OVERPAYMENT REFUND 0260	295.01
			<b>Total:</b>	<b>295.01</b>
01/22/26	UTILITY EQUIPMENT & SUPPLY, INC		SAFETY DECALS FOR LIFT TRUCK	52.99
			<b>Total:</b>	<b>52.99</b>
01/22/26	VALLEY AGRONOMICS, LLC		HERBICIDE FOR WEED CONTROL	1,814.84
			HERBICIDE FOR WEED CONTROL	1,814.84
			<b>Total:</b>	<b>3,629.68</b>



## Voucher List

City of Ceres

ATTACHMENT A

1/23/2026

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Date	PO#	Invoice Description	Amount
01/22/26		VALLEY ENTRY SYSTEMS, INC. SERVICE CALL OUT GATE REPAIR	230.00
		<b>Total:</b>	<b>230.00</b>
01/22/26		WEBSOFT DEVELOPERS, INC 2/01/2026-01/31/2027 MOBILE MMS YRLY SUBSCRIPTION	72,800.00
		<b>Total:</b>	<b>72,800.00</b>
01/22/26	22600000	WEST COAST ARBORISTS, INC. 12/17/2025 TREE MAINTENANCE AND REMOVAL PROGRAM	1,770.00
		<b>Total:</b>	<b>1,770.00</b>
01/22/26		WILLE ELECTRIC SUPPLY, INC. PARKSON SOLENOID REPAIR OCAL FITTINGS & FLEX	776.19
		<b>Total:</b>	<b>776.19</b>
<b>Vouchers in this report</b>			<b>Total vouchers: 2,420,628.73</b>

**Vendor:** US BANK VISA

**Check Date:** 1/13/2026

**Invoice No.:** Dec-25

**Invoice Description:** DEC 25 VISAS

CARD HOLDER	CHARGE DESCRIPTION	TOTAL		
HANK UNRUH	CHRISMAS DECORATIONS, ZIP TIE , BOOK STORES, CORDLESS TOOL BATTERIES, PAINT STRIPPER, GRAFFITI WIPES, CORDLESS TOOL BATTERIES	1,164.73		
MARK ANDERSON	MONITOR CABLE, WEBCAMS (5), ADOBE ACROBAT LICENSE	148.77		
AMERICO R CASTANEDA	EQUIPMENT FITTINGS, RODENT BAIT, 10' TIRE HUB HAND TRUCK, CUSTODIAL SUPPLIES, SOUND BARRIER	346.80		
DIRK NIEUWENHUIS	INSULATION, TRASH CANS, DRILL PRESS GUARD 55MM	9.99		
TONI CORDELL	CLOUD STORAGE FOR PR/SOCIAL MEDIA TEAM	240.66		
JOSEPH CHAVEZ	CERES COURIER SUBSCRIPTION, OFFICE SUPPLIES-BINDERS, LABLES, SHELF FOR HAZARDOUS WASTE STORAGE	279.73		
AARON R OJEDA-MORENO	SHED	250.21		
FALLON MARTIN	WASHERS, BOLTS, TAPE, PRECISION SCREWDRIVER SET, REPLACED DAMAGED WINDOW TINT	(90.00)		
ANGELICA HERNANDEZ	LEAGUE OF CALIFORNIA CITIES WEBINAR, PUBLIC NOTICE REFUND	526.24		
ABRAHAM OCHOA JR	RAFFLE PRIZES FOR HOLIDAY PARTY, REFRESHMENTS FOR ORAL PANEL	995.01		
JESSICA PULLIAM	DRYWALL SCREW, DRYWALL SCREW	12/6/25 CHRISTMAS EVENT VENDORS FEE, 12/6/25 CHRISTMAS EVENT SUPPLIES, 12/6/25 CHRISTMAS EVENT	545.58	
MARCY PEDERSON	STAFF MEAL, OFFICE SUPPLIES, 12/13/25 COOKING CLASS SUPPLIES	CHIEF JOHNSON - MEMBERSHIP, SUPPLIES FOR CITY HOLIDAY PARTY, OPEN SOURCE DATA PLATFORM FOR	1,676.77	
ELLEN EDMONDSON	INVESTIGATIONS, THERMAL PAPER ROLLS, STINGER FLASHLIGHTS FOR PATROL, LUNCH FOR ORAL PANEL	MEMBERS, SERVICE HASHMARKS, MAIL IN BADGE FOR RENUMBERING	TOOLS FOR NEW TRUCK, MICROWAVE FOR SHOP, DISTRIBUTION CLASS FOR JEREMY WHITE, TOOLS FPR NEW	1,428.94
JOHNNY CARRILLO	WORK TRUCK, CIVIC/SOCIAL/FRATERNAL	STEEL WOOL-CUSTODIAL SUPPLIES, TOOL BAG, HEATER-FS#19, GRAPHITE LUBRICANT, HAETER PW ADMIN,	HEATER F/S #19, DOOR HARWARE-PD, KEYS-CITY HALL, KEYS FOR CITY HALL, PLYWOOD-CORP YARD BARN	1,324.49
SHAWN W HESS	FLOORING, CAUTION SIGNS CORP YARD, BATTERIES	JB WELD FOR LATERAL REPAIR, REPLACEMENT ALARM BEACON, CREDIT FOR BAD CHARGE, OVERLOAD RELAYS	FOR REPAIRS & CUTTERS, COATING FOR CVAPORATION PAN, OPERATOR GRADE 2 EXAM APPLICATION, STATE	1,099.21
		PROCESSING FEE, WIRE & TERMINALS, CWEA MEMBERSHIP RENEWAL, BUCKET & MOUSE ABATEMENT	MATERIALS	

CRYSTEL AGUILAR	COUNTY SENIOR EVENT SUPPLIES, EMPLOYEE APPRECIATION EVENT, COUNTY SENIOR EVENTS, OFFICE COPY PAPER AND OTHER OFFICE SUPPLIES	491.87
ROBERT HERRINGTON	BOLTS FOR SAM RYNO PLAYGROUND SWINGS, ROBERTS BOOT ALLOWANCE, JOSEPH'S BOOT ALLOWANCE, GRAFFITI REMOVER AND PAINT COVERUP, DAVES'S BOOT ALLOWANCE	889.20
	S.LEDEZMA-PROFESSIONAL DEVELOPMENT SHIRTS, REIMBURSEMENT ON PCARD, S.LEDEZMA- PROFESSIONAL DEVELOPMENT PRINTER & AIRPODS, CSMFO- VIRTUAL TRAINING 2/10 & 2/11, 2026 DESK CALENDARS, (2) DESK CHAIRS, 2026- AT A GLANCE WALL CALENDARS, KEYBOARD & MOUSE REPLACEMENT, CSMFO- CHAPTER MEETING	
SONIA LEDEZMA	2/12/26 TURLOCK	1,736.19
TRENTON JOHNSON	WHITE BOARD FOR SERGEANT OFFICE	118.09
KHRISNA STITZELL	12/6/25 CHRISTMAS EVENT SUPPLIES, 12/20/25 CRAFT CLASS SUPPLIES	419.99
SCOTT KEYS	CLEAN TRUCK CHECK SOFTWARE	616.67
JONATHAN FREDERICK	REPLACEMENT HARD DRIVES AND OPTICAL NETWORKING ADAPTERS, REPLACEMENT SERVER FOR CORPYARD, MEMORY FOR CORPYARD SERVER	1,287.30
BOBBY TITUS	MOUSE FOR WORK COMPUTER, ICE CUBE RELAY SOCKET WELL #22	98.61
SHAWN WALKER	PRINTER INK FOR STREETS PRINTER, COLORED PRINTER INK, CHEMICAL GLOVES FOR SPRAYING HERBICIDE ICSC MEMBERSHIP AND 03/23 - 03/25/26 CONFERENCE, PANNER, SHEET PROTECTORS, PLANNER AND WALL CALENDAR	318.79
JULIAN AGUIRRE		796.17
MATTHEW WILLIAMS	POSTAGE FOR CERT. APPLICATION, CERTIFICATION APP ADAM W., CERT. SERVICE FEE	241.52
MICHAEL VIERRA	RANGE SUPPLIES	167.25
CRISTINA AGUILAR	C. AGUILAR LCC TRAINING 12/1/2025	25.00
JONATHAN BLOUNT	HYATT HOTELS- CNOA CONFERENCE - BHRS REFUNDED	744.39
KENNETH E VAUGHN	BOOTS, WATERPROOF, AND INSOLES	248.16
AL BURKETT	INSULATED ELECTRIAL TOOLS, STREET DIVISION ORAL PANEL LUNCH, ELECTRICAL SAFETY GLOVES, SAWZALL BLADES, BUCKETS AND LADDER RACKS, 1 SHEET OF PLYWOOD, 2 ROLLS OF DUCT TAPE AND 1 BRACKET TUITION: CONSTITUTIONAL USE OF FORCE, WORK CLOTHING, LODGING FOR RIFLE INSTRUCTOR SCHOOL, HOLSTER AND MAG HOLDER FOR DAILY WEAR, TUITION: OFC GALLENKAMP DETAC INSTR	832.47
KEITH GRIEBEL		2,610.77

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GAS RECEIPT FOR CNOA TRAINING, JEFF GODFREY, CNOA HOTEL RECEIPT - SAM GARCIA, PURCHASE

JEFFERY GODFREY	REIMBURSEMENT	254.06
ARMANDO HERNANDEZ	WORK BOOTS	250.00
LAUREN ROBBINS	L.ROBBINS: CSMFO ANNUAL MEMBERSHIP	60.00
KEVIN HALEY	PESTICIDE TRAINING, PAPA ANNUAL MEMBERSHIP	165.00
VANESSA PORTILLO	2026 CSMFO CONFERENCE REGISTRATION FEB 25-FEB 27, 2025 CSMFO MEMBERSHIP DUES	780.00
<b>Grand Total</b>		<b>23,098.63</b>

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## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** February 9, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Michael Beltran, PE., Director of Engineering Services/City Engineer  
[Michael.Beltran@ci.ceres.ca.us](mailto:Michael.Beltran@ci.ceres.ca.us), (209) 538-5775

**SUBJECT:** **Resolution No. 2026-XXX, Approving an Access/Right-of-Entry Agreement; Authorize the City Manager to Execute the Agreement; and Authorize the Recordation of the Agreement with the County Recorder**

### **RECOMMENDED COUNCIL ACTION:**

Staff recommends the City Council approve an Access/Right of Entry Agreement for electrical facilities located at 2700 Morgan Road.

#### **I. BACKGROUND:**

The City of Ceres owns, operates, and maintains electrical service infrastructure for City infrastructure including streetlights. Portions of this infrastructure are located on private property located at 2700 Morgan Road, which requires the City to have legal access for ongoing inspections, maintenance, repairs, and replacement of equipment. To formalize this access, the property owner is willing to enter into an Access/Right-of-Entry agreement allowing the City to enter the property to maintain City equipment.

#### **II. REASONS FOR RECOMMENDATION:**

Staff recommends approval of the Access/Right-of-Entry agreement to ensure the City has legal authority to access private property for inspections, maintenance, repairs, and replacement of electrical infrastructure thereby protecting reliability of the City streetlighting. This will also provide clarity and legal protection for both the City and the property owner.

#### **III. FISCAL IMPACTS:**

There is no fiscal impact associated with the Access/Right of Entry Agreement. Any fees related to recording the documents with the County are minimal and will be absorbed

within the existing administrative budget. No additional appropriations or funding adjustments are required.

**IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

This project is in conformance with the First Goal of the Strategic Plan:

- 1) **Infrastructure:** Ensure that the community has adequate, well-maintained infrastructure that fosters a quality community and supports a strong economy.

**V. POLICY ALTERNATIVES:**

The City Council can choose to:

1. Approve the request as recommended by staff; or
2. Deny the request; or
3. Continue to a future City Council Meeting

**VI. INTERDEPARTMENTAL COORDINATION:**

The Engineering Department has coordinated with the Public Works Department.

**VII. PUBLIC PARTICIPATION:**

N/A

**VIII. ENVIRONMENTAL REVIEW:**

N/A

**IX. STEPS FOLLOWING APPROVAL:**

City Manager signs the Access/Right-of-Entry Agreement. City Staff will coordinate recordation of the agreement with the Stanislaus County Recorder's Office.

Approved by:



Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Resolution
2. Attachment B – Access/Right of Entry Agreement

**RESOLUTION NO. 2026-XXX**

**APPROVING AN ACCESS/RIGHT-OF-ENTRY AGREEMENT,  
AUTORIZING THE CITY MANAGER TO EXECUTE THE  
AGREEMENT, AND AUTHORIZING THE RECORDATION OF THE  
AGREEMENT WITH THE COUNTY RECORDER**

**THE CITY COUNCIL**  
City of Ceres

**WHEREAS**, the City of Ceres owns, operates, and maintains electrical service infrastructure necessary to provide reliable electrical service for municipal facilities; and

**WHEREAS**, certain electrical facilities are located on private property, and continued access to those facilities is required for inspection, maintenance, repair, and replacement; and

**WHEREAS**, the property owner of the property located at 2700 Morgan Road, Assessor's Parcel Number 053-017-001, has agreed to grant the City a right of entry to allow such access; and

**WHEREAS**, the proposed Access/Right-of-Entry agreement is limited in scope to maintenance of existing electrical facilities and includes provisions addressing access, restoration, and protection of the property owner's interests; and

**WHEREAS**, approval of the Access/Right-of-Entry agreement is necessary to formalize the City's access rights, protect public infrastructure, and ensure uninterrupted electrical service.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ceres does hereby approve an access/right-of-entry agreement, authorizes the City Manager to execute the agreement, and authorizes the recordation of the agreement with the County Recorder.

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on the 9<sup>th</sup> day of February 2026, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

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Javier Lopez, Mayor

ATTEST:

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Fallon Martin, City Clerk



**RECORDING REQUESTED BY:**

City of Ceres

**WHEN RECORDED, MAIL TO:**

City of Ceres  
Engineering Services Department  
2220 Magnolia Street  
Ceres, CA 95307

Assessor's Parcel No. 053-017-001

Site Address: 2700 Morgan Road

Ceres, CA 95307

**ACCESS/RIGHT OF ENTRY AGREEMENT**

This **Access/Right of Entry Agreement** ("Agreement") is made and entered into this 9th day of February, 2026, by and between:

**Roberto Arevalo**, whose address is 2700 Morgan Road, Ceres California ("Owner"), and **City of Ceres**, a municipal corporation organized and existing under the laws of the State of California ("City"), whose address is 2220 Magnolia Street, Ceres California.

**RECITALS**

WHEREAS, the Owner is the owner of certain real property located at 2700 Morgan Road, Ceres, California also known as Assessor's Parcel Number 053-017-001, hereinafter referred to as the "Property"; and

WHEREAS, the Property contains a utility pole and associated electrical service equipment that supports public utility operations; and

WHEREAS, the City desires access to the Property in order to inspect, maintain, repair, and/or replace said electrical service and associated equipment;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

## **1. Grant of Right of Entry**

Owner hereby grants to City, its employees, agents, contractors, and subcontractors the right to enter upon the Property for the purpose of accessing, inspecting, maintaining, repairing, or replacing the electrical service equipment and related infrastructure associated with the utility pole located on the Property.

## **2. Scope of Work**

City may perform such work as is reasonably necessary for the continued operation, inspection, maintenance, repair, and replacement of the electrical service equipment. This includes:

- Routine inspections and servicing
- Emergency access for repairs
- Upgrades or equipment replacement
- Removal upon decommissioning

All work shall be conducted in a manner intended to minimize disruption to the Owner and to avoid unnecessary damage to the Property.

## **3. Term**

This Agreement shall remain in full force and effect until such time as the City no longer operates or maintains the electrical service equipment on the Property, unless terminated earlier by mutual written agreement of both parties.

## **4. Restoration**

Following any entry onto the Property, the City agrees to restore the area to a condition reasonably equivalent to its condition prior to the City's access, including the removal of debris and the repair of any damage caused by the City's work.

## **5. Insurance**

City shall maintain, or be self-insured for, insurance coverage adequate to address potential liability arising from activities performed under this Agreement.

## **6. Notices**

Any notice required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, or other agreed-upon method to the addresses stated above or to such other address as either party may designate in writing.

## **7. No Easement Created**

This Agreement does not create any easement, covenant, or property interest in the Property. It is a personal, revocable license for access, subject to the terms herein.

## **8. Governing Law**

This Agreement shall be governed by the laws of the State of California.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.**

CITY OF CERES:

By: \_\_\_\_\_  
Doug D. Dunford, City Manager

Approved as to form:

By: \_\_\_\_\_  
City Attorney

OWNER:

By: \_\_\_\_\_  
(signature)

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**Owner's Signature Must Be Notarized w/acknowledgement**

## ACKNOWLEDGMENT

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

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public, Personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Notary Public

(seal)

## ACKNOWLEDGMENT

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

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public, Personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Notary Public

(seal)





## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** February 9, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Michael R. Beltran II, PE, Director Of Engineering  
[Michael.Beltran@ceres.gov](mailto:Michael.Beltran@ceres.gov), (209) 538-5775

**SUBJECT:**

**Resolution No. 2026-XXX, Approving the Service Road Bridge Project to be Added to the Capital Improvement Program and Create New Project String for a total of \$537,782.12, Approving the Project Agreement to the Master Agreement for Professional Consultant Services with Consor North America, for Design Services for the Service Road Bridge Over Ceres Main Canal Project in the Amount of \$517,782.12, Accepting Highway Bridge Program Grant Funding in the Amount of \$277,000 and Related Budget Amendment Increasing Revenue Funds, Approving Budget Transfers totaling \$260,782.12 from Project 2601 (\$145,565.33) and Project 2603 (\$115,216.79) for Matching Funds, and Authorizing the City Manager to Execute the Agreement**

### **RECOMMENDED COUNCIL ACTION:**

Staff recommends the City Council adopt a resolution approving the Project Agreement to the Master Agreement for Professional Consultant Services with Consor North America, for Design Services for the Service Road Bridge over Ceres Main Canal (New Project String) project in the amount of \$517,782.12, approving the project to be added to the Capital Improvement Program, approving a new Project String, accepting Highway Bridge Program Grant Funding in the amount of \$277,000, approving a budget amendment in the amount of \$277,000, approving a budget transfer from project 2601 in the amount of \$145,565.33 and project 2603 in the amount of \$115,216.79 from Measure L for a total of \$260,782.12 for matching funds (\$240,782.12) and staff time (\$20,000), and authorizing the City Manager to execute the agreement.

#### **I. BACKGROUND:**

The Service Road Bridge over the Ceres Main Canal (Bridge No. 38C0222) is located on Service Road just west of Moore Road and provides an important local crossing over the Turlock Irrigation District (TID) Ceres Main Canal. The bridge was originally constructed in 1921 and is owned and maintained by the City of Ceres. Due to its age, structural

configuration, and current condition, the bridge has been identified as structurally deficient and no longer meets current design and safety standards.

Recent inspections and engineering evaluations determined that the existing bridge has reached the end of its useful service life and requires replacement. The proposed improvement consists of removing the existing bridge and replacing it with a new reinforced concrete box culvert structure that will seamlessly connect to the existing canal lining and accommodate current roadway, bicycle, and safety standards. The project also includes approximately 200 feet of roadway improvements in both directions along Service Road and Moore Road to tie into the new structure.

The project is eligible for funding through the Highway Bridge Program (HBP), which provides federal funds for the rehabilitation or replacement of deficient bridges. The City has been awarded \$277,000 in HBP funding for the design phase of the project. To advance the project toward construction, professional engineering design services are required, including survey, geotechnical coordination, hydrology and hydraulic analysis, structural and roadway design, preparation of plans, specifications, and cost estimates, and coordination with regulatory agencies and stakeholders, including TID.

Consor North America currently has a Master Agreement for Professional Consultant Services with the City of Ceres and has specific experience with bridge design, HBP-funded projects, and coordination with Caltrans Local Assistance. The proposed Project Agreement will authorize Consor to perform the design services necessary to complete the design phase and prepare the project for future right-of-way certification, federal authorization, and construction.

## **II. REASONS FOR RECOMMENDATION:**

Approval of the proposed resolution is recommended for the following reasons:

### **1. Public Safety and Infrastructure Preservation**

The Service Road Bridge has been identified as structurally deficient and poses long-term safety and operational risks if not replaced. Advancing the design phase is a critical step toward addressing these deficiencies and ensuring the continued safe use of this local transportation facility.

### **2. Utilization of Federal Grant Funding**

The project has been awarded \$277,000 in Highway Bridge Program grant funding for design. Acceptance of these funds and authorization of the consultant agreement allows the City to leverage federal dollars and reduce reliance on local funding sources.

### **3. Readiness for Future Construction Funding**

Completing the design phase positions the City to pursue future construction funding opportunities, including additional HBP or other state and federal grants. Without an approved design, the project cannot advance to construction or be competitively positioned for funding.

**4. Consultant Qualifications and Continuity**

Consort North America has the technical expertise, familiarity with Caltrans Local Assistance Procedures, and experience with similar bridge replacement projects.

**5. Fiscal Responsibility and Budget Alignment**

The proposed budget transfers of Measure L funds in the amount of \$260,782.12, which includes the required local match and staff time. The project does not impact the City's General Fund.

**6. Capital Improvement Program Planning**

Adding the project to the Capital Improvement Program and establishing a new project string improves transparency, long-term planning, and financial tracking for this critical infrastructure project.

**III. FISCAL IMPACTS:**

Staff recommends a budget amendment in the amount of \$277,000.00 to accept the grant funding from HBP. This project will be added to the City's 5-Year Capital Improvement Program a new project string will be created. Funding will be appropriated to the following project account as it was not in the FY26 Adopted Budget:

- 26895.800500 (New Project String) - \$277,000.00

To fully fund the design contract and staff time totaling \$537,782.12, the following budget transfers are recommended:

- Transfer funds from 27195.800500 (2601) - \$145,565.33
- Transfer funds from 27195.800500 (2603) - \$115,216.79

This project does not utilize any General Fund resources.

**IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

This project is in conformance with the First Goal of the Strategic Plan:

**Infrastructure:** Ensure that the community has adequate, well-maintained infrastructure that fosters a quality community and supports a strong economy.

**V. POLICY ALTERNATIVES:**

The City Council may consider the following alternatives:

**1. Do Not Approve the Resolution**

If the City Council chooses not to approve the resolution, the design phase of the project would not move forward. This would delay replacement of a structurally deficient bridge, risk the loss of awarded Highway Bridge Program grant funding, and limit the City's ability to secure future construction funding.

**2. Delay Action Pending Further Review**

The City Council could direct staff to delay approval and return with additional information or alternative design approaches. This action would likely result in

schedule delays, increased project costs due to inflation, and potential impacts to grant funding timelines.

**VI. INTERDEPARTMENTAL COORDINATION:**

N/A

**VII. PUBLIC PARTICIPATION:**

No committee meetings or formal public outreach are required for this item.

**VIII. ENVIRONMENTAL REVIEW:**

To be determined.

**IX. STEPS FOLLOWING APPROVAL:**

Upon Council approval, the City Manager will execute the task order with Consor North America, and staff will proceed with design.

Approved by:



\_\_\_\_\_  
Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Resolution
2. Attachment B – Consor Project Agreement
3. Attachment C – Budget Amendment
4. Attachment D – Budget Transfer
5. Attachment E – Authorization/Agreement Summary (E-76)

RESOLUTION NO. 2026-XXX

**APPROVING THE SERVICE ROAD BRIDGE PROJECT TO BE ADDED  
TO THE CAPITAL IMPROVEMENT PROGRAM AND CREATE NEW  
PROJECT STRING FOR A TOTAL OF \$537,782.12, APPROVING THE  
PROJECT AGREEMENT TO THE MASTER AGREEMENT FOR  
PROFESSIONAL CONSULTANT SERVICES WITH CONSOR NORTH  
AMERICA, FOR DESIGN SERVICES FOR THE SERVICE ROAD  
BRIDGE OVER CERES MAIN CANAL PROJECT IN THE AMOUNT OF  
\$517,782.12, ACCEPTING HIGHWAY BRIDGE PROGRAM GRANT  
FUNDING IN THE AMOUNT OF \$277,000 AND RELATED BUDGET  
AMENDMENT INCREASING REVENUE FUNDS, APPROVING BUDGET  
TRANSFERS TOTALING \$260,782.12 FROM PROJECT 2601  
(\$145,565.33) AND PROJECT 2603 (\$115,216.79) FOR MATCHING  
FUNDS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
AGREEMENT**

**THE CITY COUNCIL**  
City of Ceres

**WHEREAS**, the Service Road Bridge over the Ceres Main Canal Project (New Project String) was not included in the Capital Improvement Project list and will be added and funded by existing account number 26895.800500 (Federal Transportation Funding) and 27195.800500 (Measure L); and

**WHEREAS**, a new Project String will be created for the Service Road Bridge over the Ceres Main Canal (New Project String) Project; and

**WHEREAS**, the City of Ceres is designing Service Road Bridge over the Ceres Main Canal (New Project String) Project to replace the current structurally deficient bridge; and

**WHEREAS**, the project requires a design firm with the appropriate skill and knowledge to design the bridge; and

**WHEREAS**, Consor North America is a qualified firm under the City's Master Agreement for Professional Consultant Services and has submitted a proposal to provide the necessary design services for the project; and

**WHEREAS**, staff recommends approving a Project Agreement to Consor North America in the amount of \$517,782.12; and

**WHEREAS**, the City Accepts the Highway Bridge Program Grant funds and approves a budget amendment appropriating from 26895.800500 in the amount of \$277,000.00 to cover the scope needed to complete the project scope; and

**ATTACHMENT A**

**WHEREAS**; the Highway Bridge Program grant fund is received on a reimbursable basis; and

**WHEREAS**, a budget transfer from 27195.800500 (2601) in the amount of \$145,565.33, and 27195.800500 (2603) in the amount of \$115,216.79 is necessary and appropriate to cover the matching funds for the Highway Bridge Program Grant and staff time; and

**WHEREAS**, this project does not require the use of General Fund resources.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ceres does hereby approve the Service Road Bridge Project to be added to the Capital Improvement Program and create new Project String for a total of \$537,782.12, approve the Project Agreement to the Master Agreement for Professional Consultant Services with Consor North America, for Design Services for the Service Road Bridge Over Ceres Main Canal Project in the Amount of \$517,782.12, accept the Highway Bridge Program grant funding in the amount of \$277,000 and related budget amendment increasing revenue funds, approve the budget transfers totaling \$260,782.12 from Project 2601 (\$145,565.33) and Project 2603 (\$115,216.79) for matching funds, and authorize the City Manager to Execute the Agreement

**BE IT FURTHER RESOLVED** the City of Ceres Finance Director is hereby authorized and directed to record the appropriate accounting entries.

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on the 9<sup>th</sup> day of February 2026, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

---

Javier Lopez, Mayor

ATTEST:

---

Fallon Martin, City Clerk

**PROJECT AGREEMENT No. 3**

**TO THE MASTER AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES  
FOR CAPITAL PROJECTS**

**Professional Consultant Services for  
City of Ceres Engineering Department  
Project – Service Rd Bridge over Ceres Main Canal (38C0222)**

This Project Agreement is made this 5<sup>th</sup> day of January 2026, by and between the City of Ceres, a municipal corporation, hereinafter referred to as "CITY", and Consor, a professional consulting firm, hereinafter referred to as "CONSULTANT". CITY and CONSULTANT may collectively be referred to as "Parties" or individually as "Party". There are no other Parties to this Project Agreement.

**RECITALS**

**A.** Following a Request for Qualifications ("RFQ") process to select qualified professional consulting firms to perform services for the City on an as needed basis for various engineering specialties, the Parties entered into a Master Agreement for Professional Consultant Services for Capital Projects ("Master Agreement") on July 14, 2025.

**B.** City seeks to hire an independent contractor to perform irrigation design services to assist the City with the Service Rd Bridge over Ceres Main Canal (38C0222) (the "Project").

**C.** Consultant has made a proposal to the City to provide such professional engineering services for the Project. A description of the services Consultant proposes to provide is included in the Scope of Services in **Exhibit A** ("Services"). City desires to retain Consultant to perform the Services, subject to the terms and conditions set forth in this Agreement, the Master Agreement, and the Amendment.

**D.** The Parties have outlined the schedule or timeline for providing the Services ("Performance Schedule"), which shall be included in Scope of Services in **Exhibit A**. The final schedule shall be adjusted for a start date no sooner than the Effective Date of this Agreement.

**E.** The Parties have outlined the rates and method of payment to consultant for its performance of the Services under the Master Agreement.

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

## AGREEMENT

**Section 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 14 of this Agreement, Sections 1 through 14 shall prevail.

**Section 2. Term.** The term of this Agreement shall stay in effect until the satisfactory completion of the Services as further described in **Exhibit A**.

**Section 3. Effective Date.** This Agreement shall only become effective once all the Parties have executed the Agreement.

**Section 4. Incorporation of Master Agreement.** The Parties hereby incorporate all terms, conditions, and exhibits contained in the Master Agreement and the Amendment, subject to the limitation that if there are any inconsistencies between the terms of this Agreement and those contained in the Master Agreement and the Amendment, the terms of this Agreement shall prevail.

**Section 5. Services.** Subject to the terms and conditions set forth in this Agreement, Consultant 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”). Consultant shall not perform a Modification nor receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

**Section 6. Compensation.** City shall pay Consultant according to the rates and timing set forth in the Master Agreement. City’s total compensation to Consultant shall be on a time and materials, not to exceed sum of **five hundred seventeen thousand seven hundred eighty two and twelve cents (\$517,782.12)** dollars (“Maximum Payment”) unless the Parties mutually agree to a Modification in writing otherwise.

**Section 7. Notice to Proceed.** Consultant shall not commence the performance of the Services until it has been given notice by City in accordance with Section 9 of the Master Agreement (“Notice to Proceed”). The Performance Schedule shall be adjusted for a start date no sooner than the Notice to Proceed or execution of this Agreement, whichever comes later.

**Section 8. Time of Performance.** Consultant warrants that it will commence performance of the Services within thirty (30) calendar days of the Notice to Proceed and

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BETWEEN CITY OF CERES AND  
CONSOR

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

**Section 9. Assurance of Performance.** If, at any time, City believes Consultant 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 Consultant for written assurances of performance and a plan to correct observed deficiencies in Consultant's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

**Section 10. 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.

**Section 11. Exhibits.** All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Agreement.

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
<b>Exhibit A:</b>	<b>Scope of Services</b>

**Section 12. Notices.** Any notice or communication required hereunder between City and Consultant must be in writing, and may be given either personally, by electronic mail ("email") (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by email transmission, a notice or communication shall be deemed to have been given and received upon actual receipt of the entire document by the receiving Party's email server. Notices transmitted by email after 5:00 p.m. on a normal business day, or on a Saturday, Sunday or holiday, shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. 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

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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 Ceres**  
2220 Magnolia Street  
Ceres, California, 95307  
Attention: City Clerk  
Tel: (209) 538-5611  
[cityclerk@ceres.gov](mailto:cityclerk@ceres.gov)

With courtesy copies to: City of Ceres  
2220 Magnolia Street  
Ceres, California, 95307  
Attention: City Engineer  
Tel: (209) 538-5792  
Michael.beltran@ceres.gov

and White Brenner LLP  
1414 K Street, 3rd Floor  
Sacramento, California 95814  
Attention: Nubia I. Goldstein, Esq.  
Tel: (916) 468-0950  
[nubia@whitebrennerllp.com](mailto:nubia@whitebrennerllp.com)

If to Consultant: Consor North America  
2868 Prospect Park Drive, Suite 250  
Rancho Cordova, California, 95670  
Attention: Jason Jurrens, P.E., Firm Principle  
Tel: (916) 368-9181  
Mike.Sanchez@consoreng.com

**Section 13. Modification/Termination.** 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 subject to the requirements set forth in the Master Agreement.

## Section 14. General Provisions

**14.1. 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

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deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

**14.2. 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.

**14.3. 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 the 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.

**14.4 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.

**14.5. 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.

**14.5. 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.

**13.6. 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.

**14.7. Supersedes Prior Agreement.** It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or

PROJECT AGREEMENT NO. 3  
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representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

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

**14.9. 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.

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

**14.11. Attorney's Fees and Costs.** If any action at law or in equity not resolved pursuant to Section 24 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.

**14.12. 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.

**14.13. 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 executed this Agreement on the dates indicated below.

PROJECT AGREEMENT NO. 3  
BETWEEN CITY OF CERES AND  
CONSOR

Dated: _____, 2026	Dated: _____, 2026
<b>CITY OF CERES</b> , a municipal corporation  By _____ Signature	<b>CONSULTANT</b>  By _____ Signature
<u>Douglas Dunford, City Manager</u> Name and Title	<u>Jason Jurrens, P.E., Firm Principle</u> Name and Title
APPROVED AS TO FORM  _____ Nubia I. Goldstein, City Attorney	

PROJECT AGREEMENT NO. 3  
BETWEEN CITY OF CERES AND  
CONSOR



2868 Prospect Park Drive, Suite 250  
Rancho Cordova, CA 95670  
P: 916.368.9181

City of Ceres  
2220 Magnolia Street  
Ceres, CA 95307

December 17, 2025

Attn: Michael Beltran, PE, Director of Engineering

**RE: Cost Proposal for Service Road Bridge over Ceres Main Canal Bridge Replacement**

Dear Mr. Beltran,

It is our pleasure to submit Consor North America, Inc.'s (Consor) Cost Proposal for the above-referenced project.

Consor understands the Highway Bridge Program Process and the unique challenges for this project. We have developed a work breakdown structure and approach to successfully deliver this project through the Caltrans process as efficiently and with the fewest headaches possible.

Even so, the HBP process represents considerable complexity and effort. The overall cost proposal exceeds what is currently programmed in PE funds for the bridge in HBP. This is fairly common for smaller bridge replacement projects when they are first programmed due to the restrictions on the amount that can initially be set for PE funds relative to the estimated construction cost.

We have provided scope and budget for preliminary design, final design, and construction support (which is reimbursed with CON funds in the HBP). However, the City may wish to consider a phased approach to contracting on this project. One way to phase this would be to authorize up to 65% now, while the remainder could be authorized or contracted once additional funds for the project have been programmed in HBP.

We have included Initial Site Assessment for Hazardous material as an optional task in the scope of work, in case the PES requires these work to be performed.

Based on the attached scope of work, our cost to complete without optional tasks is **\$498,126.74** and with optional tasks it is **\$517,782.12**. The Consor team is happy to sit down with the City to review the details of this proposal and discuss any changes to the scope that would ensure we are aligned with the goals and constraints of the project.

We are eager and available to begin work immediately. The entire Consor Team looks forward to working with you and your staff on this project. If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,  
Consor North America, Inc.

A handwritten signature in black ink, appearing to read 'Matt Vaggione'.

Matt Vaggione, PE, SE, *Project Manager*  
E: [Matt.Vaggione@consoreng.com](mailto:Matt.Vaggione@consoreng.com)  
P: 916.249.3994

A handwritten signature in black ink, appearing to read 'Michael Sanchez'.

Mike Sanchez, PE, *Principal-in-Charge*  
E: [mike.sanchez@consoreng.com](mailto:mike.sanchez@consoreng.com)  
P: 916.761.5728



# Scope of Work - Service Road over TID Ceres Main Canal Bridge

## Replacement

The Consor team's approach to the project can be seen in the following proposed scope of work. Collaboration is one of our core values at Consor. We are committed to working with the City on any adjustments to this scope needed to ensure full alignment with the City's goals for this project.

### Task 1 – Project Management

Consor will be responsible for directing the design team during development and execution of the project as well as communication with City staff. This task includes deliverable development tracking, Quality Assurance, and project progress and budget reporting.

Consor will lead the following project management tasks:

- One kick-off meeting held via teleconference after notice to proceed. The kick-off meeting will be to introduce the project team, set project schedule, clarify scope of work, and define roles and responsibilities of the various team members. Consor will provide meeting agenda and minutes.
- Project Development Team (PDT) and coordination meetings via teleconference to coordinate between the City and the design team. Consor will provide meeting agendas and notes as needed.
- Monthly invoices, progress reports, and look-ahead summaries.
- Develop project schedule and update as needed.
- One site visit attended by the City and up to three staff from Consor. This meeting will be to verify site conditions and discuss environmental constraints and opportunities for the draft PES form with the City's environmental team.
- One field review meeting attended by the City, Caltrans, and up to two staff from Consor. This meeting will be the basis for the City completing the PES form.

#### Task 1 Assumptions

- The scope assumes there will be a total of 24 project meetings attended by up to two Consor staff.
- Project duration will require a total of 36 invoices be prepared over the course of the project.
- City will provide existing aerial map data, maps, drawings, specifications, or other information that Consor will need to perform their duties.
- City will complete required request for authorization (RFA) and program funding forms (e.g. 6A, 6D, etc.).
- City will be performing right-of-way and environmental clearance, and permitting services for this project aside from those noted in this scope of work (ROW survey, ISA).

#### Task 1 Deliverables

- Kick-off and PDT meeting minutes/notes
- Project invoices and progress reports
- Master schedule and updates

### Task 2 – Topographic and Boundary Survey (NorthStar)

#### Record Research and Calculations

NorthStar will perform record research at Stanislaus County for recorded control maps, right-of-way maps, records of survey, corner records, and other official maps of records. NorthStar will calculate record right-of-way lines and property lines located within the project limits in accordance with record maps, record deeds, and documents as required to calculate field search positions for existing right-of-way monuments, street survey monuments, and parcel corner monuments.

### **Right-of-Way and Control Field Survey**

NorthStar will perform a Topographic and Right-of-Way Survey to provide design control and right-of-way mapping for the project. Set horizontal and vertical control points for project mapping in accordance with City of Ceres horizontal and vertical control requirements. All surveying and mapping shall be in compliance with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code; the provisions of the California Coordinate System, Sections 8801 to 8819 of the Public Resources Code; and any other applicable code in the State of California. The horizontal datum will be based on the North American Datum 1983 (NAD 83). The vertical datum shall be based on the North American Vertical Datum of 1988 (NAVD 88). NorthStar will perform a field survey to search and locate existing survey monuments and physical evidence required to establish existing rights-of-way and property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas. Perform calculations for the right-of-ways based on the found monumentation and lines of occupation located with the field survey.

### **Topographic Survey**

NorthStar will perform a detailed field survey of the existing roadways, physical improvements, canal and access roads, structures, visible utilities, and drainage features. Cross-sections and tie-in surveys at the conform lines will ensure an accurate design and smooth transitions from existing roadway and infrastructure features. All work and files will be based on project coordinate control in accordance with City of Ceres requirements for the preparation of documents and maps. Topographic Field Survey will locate existing site improvements and visible utilities including, but not limited to, trees, ground shots, Service Road and Moore Road cross-sections, striping, bridge structure (limited survey based on removal of existing structure), headwalls and wingwalls, fences, driveways, pavement elevations, guard rails, Ceres main canal cross-sections, bike path, utilities, irrigation pipeline and structures, utility poles, and other miscellaneous visible features. Cross-sections will be taken at 50 foot intervals along Service Road and Moore Road except in areas of vertical curves where cross-sections will be taken on 25 foot intervals. Existing canal cross-sections will include the existing canal template extending to the toe of canal, fill on the dry side of the levee and will be taken at each edge of the bridge crossing; 50 foot intervals 150-feet upstream and downstream from the edge of structure. City will coordinate with property owners to gain "right of entry" during the field surveys.

### **Right-of-Way and Mapping Services**

NorthStar will prepare a Right-of-Way Requirements Map based on identified right-of-way requirements. The Right-of-Way Requirements Map shall show all existing right-of-ways, easements, land dedications, and property acquisition required. It appears that a total of four (4) properties may require right-of-way dedications and/or construction easements based on a review of the Stanislaus County Assessor's Maps. NorthStar will prepare an Easement Requirements Map based on identified easement requirements. Set preliminary right-of-way stakes for right-of-way and easement negotiations with Property Owners. Prepare appropriate right-of-way and easement legal descriptions and exhibits for the four (4) parcels.

- a. Order Preliminary Title Reports for each property affected by right-of-way acquisition (three Title Reports – fees to be paid by the City).
- b. Prepare legal descriptions and plats for temporary construction easements, staging areas, and disposal areas for excess soil generated by project construction.
- c. Specify existing and proposed rights-of-way, land dedications, and easement agreements.
- d. Verify property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas.

- e. Prepare and file a Record of Survey for any new right-of-way required and/or for any other triggers specified in the Professional Land Surveyors Act. Set monumentation for new right-of-way as shown on the Record of Survey.
- f. Prepare final right-of-way map and legal descriptions for acquisition of all necessary parcels and easements.

#### Task 2 Assumptions

- Services required for the preparation of legal descriptions or other Surveying or Engineering Services not specified in this Scope of Work are excluded.
- Utility Locating and Pothole Surveys are excluded.
- The horizontal datum will be based on the North American Datum 1983 (NAD 83). The vertical datum shall be based on the North American Vertical Datum of 1988 (NAVD 88).
- City will coordinate with property owners to gain "right of entry" during the field surveys.
- Four (4) properties may require right-of-way dedications and/or construction easements based on a review of the Stanislaus County Assessor's Maps.
- Title report fees to be paid by the City.

#### Task 2 Deliverables

- Site Map Including topographic & boundary survey noted above including plottable easements and property boundary information in AutoCAD DWG format and in stamped PDF.
- Legal descriptions and plats for temporary construction easements, staging areas, and disposal areas for excess soil generated by project construction.
- Record of Survey for any new right-of-way required and/or for any other triggers specified in the Professional Land Surveyors Act.
- Final right-of-way map and legal descriptions for acquisition of all necessary parcels and easements.

### Task 3 – Geotechnical Engineering (Crawford)

#### Task 3.1 – PDT Meetings and Management

Crawford will provide project management and allowance for a Principal and/or Senior Project Manager to attend the kick-off meeting and up to three Project Design Team meetings (via video conference or telephone) to address geotechnical design elements of the project.

#### Task 3.2 – Coordination, Obtain Permits, and Mark for USA

For this task Crawford will:

- determine exploration locations, site access, mark exploration locations and notify Underground Service Alert (USA North 811);
- obtain a Stanislaus County Environmental Health Soil Boring Permit; and
- obtain a City of Ceres Encroachment Permit.

#### Task 3.3 – Field Exploration

Crawford will retain a drilling contractor to drill and sample one boring located northwest of the existing bridge along Service Road. The sampled boring will extend to 60 to 70 feet depth to help characterize the subsurface foundation conditions for the bridge replacement. Due to the overhead high-voltage utilities and restricted drill-rig access in the vicinity of the existing bridge, Crawford will supplement the sampled boring with two Cone Penetration Test (CPT) borings to similar depth; one positioned northwest of the existing bridge near the TID canal and another boring southeast of the existing bridge adjacent to the TID canal. All exploration is expected to be completed in the shoulders. Due to the proximity of the controlled intersection immediately east of the canal, provision is made for traffic control with flaggers.

The drilling contractor will advance the borings with a rubber-tired, truck or track-mounted drill rig using 4 to 6-inch-diameter solid stem augers and/or mud rotary wash methods. Standard Penetration Test (SPT) and California Modified sampling will be performed within the borings to obtain soil samples and blow count information. A Crawford engineer/geologist will direct the sampling and log the borings consistent with current Caltrans procedures/requirements. At a minimum, we will sample at 5-foot intervals within soils. Surface and groundwater conditions will be noted where encountered. The borings will be backfilled in accordance with County permit requirements.

### **Task 3.4 – Laboratory Testing**

Crawford will complete the following laboratory tests obtained from the exploratory borings (as appropriate):

- Moisture Content and Unit Weight;
- Direct Shear and/or Unconfined Compressive Strength;
- Sieve Analysis;
- Plasticity Index;
- Corrosion Testing (pH, sulfates, resistivity, and chloride content); and
- R-value.

### **Task 3.5 – Engineering Evaluation and Analysis**

Crawford will develop geotechnical soil parameters and complete engineering evaluation and analysis (using computer software where applicable) that is expected to include the following: bearing resistance; lateral resistance; site seismicity including procedures consistent with current Caltrans Seismic Design Criteria to determine the site acceleration response spectrum (ARS); lateral earth pressures and coefficient of friction to resist sliding; liquefaction potential; and soil corrosivity.

Preliminary engineering analysis will identify potentially liquefiable soils and evaluate compressive resistance for deep and shallow foundations as applicable. Geotechnical analysis for final foundation design recommendations will be based on defined foundation type/loading conditions and design scour data (provided by others) for inclusion in the Foundation Report.

### **Task 3.6 – Preliminary Foundation Report (Type Selection Report)**

Crawford will prepare a Preliminary Foundation Report (PFR) consistent with current Caltrans guidelines for Foundation Reports for Bridges (July 2024). The PFR will be based on subsurface data from the subsurface exploration (Task 1.2) and review of Bridge Inspection Reports, published geologic mapping and seismicity data, aerial photographs and preliminary project data.

The PFR will summarize anticipated earth materials and conditions based on the boring data and include an introduction; project description; geotechnical investigation summary; laboratory testing; geotechnical conditions (geology, surface conditions and subsurface conditions); groundwater; as-built foundation data; scour data (provided by others); corrosion evaluation; seismic information (ground motion hazard with ARS curve developed using latest version of Caltrans Seismic Design Criteria and ARS Online Tool, and other seismic hazards including potentially liquefiable soils); infiltration rates; and geotechnical recommendations (shallow/deep foundations and approach roadway as applicable). The Log of Test Borings drawing will be submitted under separate cover.

Crawford includes allowance for the Caltrans review process during Task 3.6 and 3.7 to respond to review comments if/as needed.

### **Task 3.7 – Final Foundation Report**

Crawford will prepare a Foundation Report (FR) (consistent with current Caltrans guidelines/format) for review and comment by the design team. The report will include an introduction; project description; geotechnical investigation summary; laboratory testing; geotechnical conditions (geology, surface conditions and subsurface conditions); groundwater; as-built foundation data; scour data (provided by others); corrosion evaluation; seismic information (ground motion hazard with ARS curve developed using latest version of Caltrans Seismic Design Criteria and ARS Online Tool, and other seismic hazards including potentially liquefiable soils); infiltration rates; final geotechnical recommendations (shallow/deep foundations and approach roadway including new pavement sections); notes for specifications; and notes for construction. The Calculation Package and Log of Test Borings will be submitted under separate covers per current Caltrans guidelines.

Following receipt of all Draft FR review comments and concurrence with Caltrans, Crawford will prepare and submit a Final FR incorporating the comments as necessary.

### **Task 3.8 – Plan review and Consultation**

Crawford will review the preliminary structural plans prior to the 65% submittal and review the final (100%) plans and specifications insofar as they rely on our recommendations, and provide consultation/comments to the design team.

#### **Task 3 Assumptions**

- No contaminated soil or groundwater issues are present that would require containment of the geotechnical drill cuttings; drill cuttings will be spread on-site.
- Access and/or rights-of-entry will be provided to private properties (if needed) by the City.
- Permits other than the City encroachment and County boring permits will not be required.
- The City will issue a no-fee encroachment permit.

#### **Task 3 Deliverables**

Crawford will provide the following deliverables:

- Preliminary Foundation Report (PDF)
- Preliminary Log of Test Borings (PDF)
- Draft and Final Foundation Report (PDF)
- Final Calculation Package (PDF)
- Final Log of Test Borings (PDF)

## **Task 4 – Initial Site Assessment – Hazardous Materials (Crawford, OPTIONAL)**

### **Task 4.1 – Initial Site Assessment**

As an optional task, if the PES requires that an initial site assessment is required, Crawford will conduct an Initial Site Assessment (ISA) for the project site and vicinity. The ISA will be prepared according to procedures set forth in Caltrans' Standard Environmental Reference, Chapter 10, and ASTM E1527-21, and will include the following elements:

- Physical Setting Review: The ISA will include a summary of geologic conditions underlying the subject property and vicinity based on readily available geologic mapping from the US Geological Survey and the California Geological Survey; and a summary of hydrogeologic conditions (including depth to groundwater and regional groundwater flow, if readily available) based on information from websites maintained by the State of California.
- Historical Land Use Review: Environmental Risk Information Service (ERIS) will provide historical aerial photographs, historical USGS topographic maps, city directories, and Sanborn fire insurance maps (where available) for the project site and vicinity. Crawford will review these data to develop a history of general property uses for the project site and surrounding parcels back to the alignment's first development or 1940, whichever is earlier.

- Records review: Crawford will contract with ERIS to conduct a computerized search of federal, state, local, and tribal environmental agency database records. These database records will be reviewed for information pertaining to the project location and properties within ASTM standard search radii applicable to each database. The databases searched will include, at a minimum, all databases specified in ASTM E1527-21.
- Site Reconnaissance: Crawford will perform a driving and walking reconnaissance of the project site and vicinity to observe current conditions. Conditions on adjacent parcels will be observed from the public right-of-way. The reconnaissance will include observations of geologic, hydrogeologic, and topographic conditions; uses and storage of hazardous materials and wastes within and adjacent to the project alignment; and general conditions with regard to the presence of underground and above ground storage tanks, drums, wells, electrical equipment, stockpiled soil, vegetation, odors, and sewage/waste disposal, as appropriate.
- Interviews: Crawford will contact Stanislaus County Environmental Health Department personnel to inquire about department knowledge pertaining to the project site or properties in the vicinity. Where warranted by observations and data, Crawford will make reasonable attempts to interview current and past property owners, tenants, and key site managers where names and contact information is provided, as warranted by the findings and reconnaissance.
- Report of Findings: Crawford will prepare a report documenting our findings and assessment of site conditions. The report will include, but not necessarily be limited to, the following:
  - Description of the subject property and vicinity;
  - Summary of the physical setting, local geologic conditions, and hydrogeologic conditions;
  - Summary of the historical record review and historical uses of the project site and nearby properties;
  - Findings from the computerized records search;
  - Site reconnaissance observations;
  - Interview results;
  - Photographs of project site and vicinity, including items of potential environmental concern observed during the site reconnaissance;
  - Findings, Opinions, and Conclusions regarding potential impacts, including a summary of RECs and a discussion of significant data gaps and data failures; and
  - Recommendations for additional investigation and/or sampling for potentially hazardous materials, as warranted by the findings.

#### Task 4 Assumptions

- Conso will provide project description and drawing showing planned improvements, stationing, and project limits.
- To the extent possible, the site reconnaissance will be performed from the public right-of-way. At this time, Crawford does not anticipate the need to enter private property to perform the tasks outlined above. If necessary, it is assumed that the City will provide rights of entry.
- Chain-of-title, Activity and Use Limitations, and Environmental Lien searches for the project site or adjacent properties are not included in this task.

#### Task 4 Deliverables

- Draft and Final Initial Site Assessment Report

## Task 5 – Bridge Type Selection & 30% Design

### Task 5.1 – Design Criteria Memo

Conso will review available information about the bridge (inspection reports, as-built drawings, etc.) and develop a Design Criteria Memorandum document to summarize the minimum design standards and identify project constraints.

The design standards will be based on the AASHTO Greenbook. Consor will prepare the Design Criteria Memo for the City's review and comment. One round of comments will be incorporated, and the final Design Criteria will be signed by the Project Engineer. The Design Criteria Memo will be the basis for the alternatives that will be considered for roadway geometry.

### **Task 5.2 – Type Selection**

Consor will prepare up to two proposed roadway alternatives. The alignment will include replacing the bridge with 4 lanes on its existing alignment. The vertical profile may raise up to a foot from existing to allow for single span over the canal. The preliminary design for the roadway alternatives being considered will include typical cross sections, horizontal alignment and profiles. These alternatives will be included for discussion in the Bridge Type Selection Report.

Consor will develop up to two alternative bridge types for comparing the impacts to right-of-way (ROW), environmental resources, ability to meet design standards, and cost. Advanced Planning Study (APS) plan sheets will be prepared for each alternative. Layout, Profile, and Cross Section sheets will be included for each alternative. Consor will develop a matrix to quantitatively compare the alternatives and facilitate selection of the preferred alternative. The matrix will include evaluating each alternative against agreed upon criteria including environmental, right-of-way, impacts to the public, and construction cost. Consor will prepare a Bridge Type Selection Report in accordance with Caltrans requirements which will include APS plan sheets, description of the advantages and disadvantages of each alternative, alternatives comparison matrix, an engineer's opinion of probable cost, and recommended project alternative. Consor will send the draft type selection report to the City for review and comment. Once finalized the Type Selection Report will be sent to Caltrans by Consor or the City.

Consor will meet with Caltrans and the City for a Type Selection Meeting. Up to three staff from Consor will attend the meeting and present the Type Selection Report to Caltrans and address Caltrans questions. Consor will update the Final Type Selection Report to address Caltrans comments and obtain their concurrence.

### **Task 5.3 – 30% Design**

Consor will prepare preliminary typical cross sections, plan and profile, and bridge general plan. Elevation, and title sheet drawings for the selected alternative. If appropriate, a preliminary temporary detour alignment will also be developed. 30% Plans and Estimate will be sent to the City for review and comment.

#### **Task 5 Assumptions**

- One round of comments assumed for the draft Type Selection Report
- One round of revisions to the Final Type Selection Report to address Caltrans comments.
- The replacement bridge will be a 4 lane configuration and the vertical profile may raise up to a foot from existing to allow for single span over the canal.
- Scour analysis and countermeasures will not be required due to the existing concrete channel lining.

#### **Task 5 Deliverables**

- Draft and Final Design Criteria Memo (PDF)
- Draft, Final, and Revised Type Selection Report (PDF)
- 30% Plans (GAD) and Estimate (PDF)

## **Task 6 – Final Design**

### **Task 6.1 – 65% Design**

Consor will develop bridge and roadway plans and cost estimate to the 65% level. Consor has assumed that the bridge design will be to completely replace the bridge on the existing alignment. This scope assumes that the new bridge will be a single span less than 40' long with the bridge fully closed and no on-site detour required during construction. The bridge design will be developed

in accordance with AASHTO LRFD Bridge Design Specifications (8<sup>th</sup> Edition) with California amendments and Caltrans Seismic Design Criteria (SDC) version 2.1.

Consort will design the approach roadway based on the City approved Geometric Approval Drawings and completed in accordance with design criteria based on City Standards, AASHTO's Greenbook, Caltrans Highway Design Manual (HDM), and Caltrans Standard Specifications. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Design cross-sections will be developed at approximately 50-foot intervals.

A 65% package of unchecked road and bridge plans and estimate will be submitted to the Cy for review. It is assumed that the package will have the following sheets (total of 22):

- Roadway
  - Title Sheet
  - Typical Cross Sections
  - Project Control
  - Layout
  - Profile and Superelevation Diagram
  - Construction Details (2)
  - Erosion Control Plan
  - Contour Grading Plan
  - Drainage Plan
  - Drainage Details
  - Utility Plan
  - Construction Area Signs
  - Detour Plan
  - Pavement Delineation and Sign Plan
  - Summary of Quantities (2)
- Bridge
  - General Plan
  - Deck Contours
  - Foundation Plan
  - Abutment Layout (2)
  - Abutment Details (2)
  - Typical Section
  - Framing Plan / Longitudinal Section
  - Girder / Slab Details
  - Log of Test Borings (2)

Consort will prepare design exception fact sheets for required design exceptions identified during the project design, if necessary. Currently we do not anticipate this will be needed but have assumed one (1) City approved design exception fact sheet.

Consort will prepare a Stormwater Control Plan in compliance with local MS4 permit requirements. Consort will provide project information for use in supporting the completion of the NPDES Construction General Permit application on the State Water Resources Control Board website (SMARTS) by the contractor. The PS&E will incorporate the appropriate temporary BMPs for water pollution control during construction.

Consort will provide exhibits and project information to support permitting requirements and environmental clearance. The incorporation of all permitting requirements and environmental mitigations and construction methods will be incorporated in final design and during construction.

## Task 6.2 – 90% Design

After City comments on 65% plans have been received, Consor will perform an independent check of the bridge and roadway design. This involves a completely independent analysis of the project by an engineer that has not been involved in the design. Consor will revise the plans based on independent check comment resolution and independent check comment and resolution will be documented.

Consor will update the 65% quantities and a set of check quantities will be created as part of the QC process to verify accuracy. Consor will create an updated cost estimate based on the revised quantities.

Project special provisions will be developed based on Caltrans Standard Specifications and Standard Special Provisions (SSPs) template. Due to frequency of Caltrans Standard Specifications and Plan updates, Consor will coordinate with the City on which version to use before preparing special provisions. The City will provide its boilerplate specifications for Consor to combine the technical special provisions. A construction working day schedule will be developed using MS project to determine the number of working days for the construction contract.

Consor will submit the 90% Plans, Specifications, and Estimate to the City along with comment responses to the City's 65% Plan and Estimate comments.

## Task 6.3 – 100% Design

Consor will incorporate 90% comments from the City into the plans, specifications, and estimate. A senior level engineer at Consor will perform a QA/QC review of the entire draft PS&E package for uniformity, compatibility, and constructability as well as conformance with the HBP requirements. The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulic reports, and foundation recommendations. Consor will update the PS&E package to address QC comments.

Consor will provide the City the signed and stamped 100% PS&E package, 90% comment responses, signed and stamped structural calculations, construction roadway and detour cross sections (25' intervals), and bridge "4-scale" drawings. Consor will prepare an expedite PS&E package to address any minor comments on the 100% PS&E package.

### Task 6 Assumptions

- Design exception fact sheets that require Caltrans approval are not included in this scope.
- Assume that the special provisions will be updated one time due to change in version of Caltrans Standard Specifications they are based on.
- Existing bridge will be fully closed and no on-site detour will be required.
- Scour analysis and countermeasures will not be required due to the existing concrete channel lining.

### Task 6 Deliverables

- 65% Plans and Estimate (PDF)
- Stormwater Control Plan (SWCP) (PDF)
- 90% Plans, Specifications, and Estimate (PDF)
- 65% Comment Responses (PDF/Excel)
- Signed and Stamped 100% Plans, Specifications, and Estimate (PDF)
- 90% Comment Responses (PDF/Excel)
- Signed and Stamped Structural Calculations (PDF)
- Construction Cross Sections (PDF)
- "4-Scale" drawing of bridge deck (PDF)
- Stormwater Pollution Prevention Plan
- Signed and Stamped Expedite PS&E Package (PDF)

## Task 7 – Public Outreach Support

Conson will prepare exhibits to be used by the City for presentations to the public or the board. Exhibits will be based off material prepared in other scoped tasks and will be provided up to assumed level of effort for this task.

### Task 7 Assumptions

- Conson assumes 40 hours of effort to prepare exhibits.
- This task covers preparation of exhibits and does not include preparation of the presentation or attendance at public outreach meetings. Additional scope and budget will be required if those services are needed.

### Task 7 Deliverables

- Public Outreach Exhibits (PDF)

## Task 8 – Utility Coordination

Conson will use the “A,B, C letter” process to communicate and coordinate with each utility owner. The “A” letter will inform the utility owner of the project and request any mapping and location information for facilities within the project limits. Conson will use this information in combination with survey data to show the exiting utilities which are referenced in the plan sheets. Once design has reached 65% level, Conson will identify potential conflicts between construction and the existing utility facilities. These potential conflicts will be identified in a “B” letter along with a request that the utility confirm the completeness of the utility mapping, a claim of liability, and provide a relocation design if needed. Conson will send a “C” letter to notify the utility owner that they must relocate their facilities by the given date in accordance with their relocation plan if required.

### Task 8 Assumptions

- Conson has assumed 120 hours for utility coordination effort to complete the work described. No field meetings are included. These hours reflect required coordination needed for up to 3 relocations.
- City of Ceres will provide list of utilities and their contacts
- Utility owners will provide any easement or right of way needs to the City and Conson prior to drafting of right-of-way engineering plat maps and legal descriptions.
- If required, utility relocation design will be performed by utility owner.
- Relocation of utilities will be performed by others prior to the contractor mobilizing to the site.
- Survey staking for utility relocation is not included.
- No federal funding will be utilized for utility relocation. If required, City will prepare utility agreements or reports of investigation (ROI).

### Task 8 Deliverables

- “A”, “B”, and “C” utility owner letters (PDF)

## Task 9 – Construction Support

Conson will provide assistance during the advertising and bidding phase. Assistance will involve providing clarification or answering questions received from prospective bidders, attendance at pre-bid meeting, and assistance in preparing addendum, if necessary. This assistance could include design revisions if City of Ceres deems it necessary. City of Ceres will be responsible for receiving all inquiries and providing all responses to questions received during the bidding period.

It is anticipated that Conson will provide design assistance during construction, primarily consisting of field reviews and meetings as requested by the City of Ceres, plus responding to requests for information and reviewing submittals and shop drawings which

engineer of record would be responsible to review and will not already be authorized by the Construction management team. Consonor will attend up to two field meetings during construction. Construction management will be provided by the City of Ceres or a firm selected by the City of Ceres to provide construction management services. Others will be responsible for inspection, materials testing, processing payment requests, etc.

Consonor will provide to the City of Ceres or a construction management firm, selected by the City of Ceres, all engineering records, survey information and data, cross sections, design memorandums, record of meetings conducted with area residents and business owners, and other information required to construct the Project. If questions arise during construction over the intent of the design, Consonor and appropriate design team members will be expected to respond to such questions in a timely fashion. Consonor will review, comment, and make recommendations on the construction contractor's shop drawing submittals.

#### **Task 9 Assumptions**

- Two (2) field review meetings attended by up to two Consonor staff are assumed.
- Consultant will provide bidding and construction design support on an as needed basis. 180 hours of effort by Consonor have been assumed, including field review meetings. If effort exceeds this amount, an amendment will be needed.

## **Schedule**

Consonor assumes the following schedule:

- NTP – January 5<sup>th</sup>, 2026
- Type Selection Concurrence with Caltrans – June 2026
- Environmental Clearance (by others) – June 2027
- 65% Design – July 2027
- 90% Design – October 2027
- ROW and Permitting (by others) – April 2028
- 100% Design – June 2028
- Bidding – August 2028
- Construction – September 2028 to January 2029

## Cost Proposal

Task No.	Project Number: D251984CA.01 Project Name: Service Road over TID Ceres Main Canal																		Consor Total Labor Hours	Consor Total Labor Dollars	NLF + Escalation	Task Cost	Task Hours	Crawford	NorthStar	Subconsultant Subtotal	
	Principal Engineer	Principal Engineer	Professional Engineer	Professional Engineer	Engineering Designer	Engineering Designer	Professional Engineer	Professional Engineer	Engineering Designer	Engineering Designer	CAD Technician	Project Accountant	Project Coordinator	Principal Engineer													
<b>TASKS</b>																											
	MAS	MMV	BCH	CJC	NJC	CJL	KCB	TLT	MRD	YB	PSK	AdAs	PrCo	RGF													
No.	Initial Hourly Rate	\$277.29	\$257.50	\$199.33	\$164.63	\$111.05	\$120.89	\$164.63	\$186.39	\$127.78	\$111.77	\$138.01	\$119.25	\$137.14	\$266.65	\$0.00	\$0.00										
	Key Personnel	Yes	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No									
	Prevailing Wage	No	No	No	No	Yes	Yes	No	No	Yes	Yes	Yes	No	Yes	No	Yes	No										
	OT Eligible	No	No	No	No	No	No	No	No	No	No	Yes	Yes	Yes	No												
																			0	\$0	\$0				\$0		
1.0	<b>Project Management</b>	8	170	24	34														270	\$60,716	\$61,990	\$ 61,990	270			\$0	
2.0	<b>Topographic and Boundary Survey (North Star)</b>			4	8	16													28	\$3,891	\$3,973	\$ 3,973	28			\$44,303	
3.0	<b>Geotechnical Engineering (Crawford)</b>		4	6	8	8													26	\$4,431	\$4,524	\$ 4,524	26	\$67,106		\$67,106	
4.0	<b>Initial Site Assessment (Crawford - OPTIONAL)</b>			4	4														8	\$1,456	\$1,486	\$ 1,486	8	\$19,655		\$19,655	
5.0	<b>Bridge Type Selection &amp; 30% Design</b>																		0	\$0	\$0	\$ 57,213	400			\$0	
5.1	Design Criteria Memo			8	4	30													42	\$5,585	\$5,702					\$0	
5.2	Type Selection	8	24	32	40	80					20								206	\$29,519	\$30,139					\$0	
5.3	30% Design		30	16	80	24													152	\$20,933	\$21,372					\$0	
6.0	<b>Final Design</b>																		0	\$0	\$0	\$ 206,943	1450			\$0	
6.1	65% Design	20	80	58	300	180				80									720	\$97,296	\$99,338					\$0	
6.2	90% Design	24	56	40	120	80	24	24	80	104									554	\$77,730	\$79,361					\$0	
6.3	100% Design	4	24	24	60	40													176	\$27,664	\$28,244					\$0	
7.0	<b>Public Outreach Support</b>			4	4		32												40	\$5,324	\$5,436	\$ 5,436	40			\$0	
8.0	<b>Utility Coordination</b>			40		80													120	\$16,858	\$17,211	\$ 17,211	120			\$0	
9.0	<b>Construction Support</b>	4	16	20	20	60	60												180	\$26,425	\$26,980	\$ 26,980	180			\$0	
																			0	\$0	\$0					\$0	
																			0	\$0	\$0					\$0	
																			0	\$0	\$0					\$0	
<b>Subtotal - Hours</b>	12	246	324	252	794	496	24	24	80	104	100	18	16	32	0	0	2522	\$377,828.72	\$385,757	\$ 385,757	2522			0			
<b>Anticipated Salary Increases</b>																				\$7,928.76							
<b>Other Direct Costs</b>																				960	\$960.00						0
<b>Total Cost</b>	\$3,327	\$63,346	\$64,583	\$41,487	\$88,177	\$59,963	\$3,951	\$4,473	\$10,222	\$11,624	\$13,801	\$2,147	\$2,194	\$8,533	\$0	\$0	\$377,829	\$385,757	\$386,717					\$86,761	\$44,303	\$131,065	
																									Total	\$517,782	

Agreed Rates Used

## **Exhibit 10-H1 Cost Proposal** Page 1 of 3

### Cost-Plus-Fixed Fee or lump sum **or** Firm Fixed Price contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant  Subconsultant  2nd Tier Subconsultant

Project: Service Road over TJD Ceres Main Canal

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Consultant Consor North America, Inc.

Project No. D251984CA.01

Project No. 202508001 Contract No. Contract No. Date 12/31/2025

## **DIRECT LABOR**

## LABOR COSTS

### a) Subtotal Direct Labor Costs

§ 377.828.72

b) Anticipated Salary Increases (see page 2 for calculation)

\$ 7,928.76

c) Total Direct Labor Costs [(a) + (b)] \$ 385,757.48

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	800	Miles	\$ 0.700	\$ 560.00
Per Diem/Hotel	2	Day	\$ 200.00	\$ 400.00
Equipment Rental and Supplies		EA	\$ -	\$ -
Permit Fees		EA	\$ -	\$ -
Vendor Reproduction				\$ -
Vellum		EA		\$ -
81/2 X 11 Reproduction		EA		\$ -
11 X 17 Reproduction		EA		\$ -
Mounting Boards for Presentations		EA		\$ -
Newsletters (Translation and printing)		EA		\$ -
Title Report		EA		\$ -
Miscellaneous				\$ -

l) **TOTAL OTHER DIRECT COSTS** \$ 960.00

## m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Crawford	\$ 86,761.45
NorthStar	\$ 44,303.19
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 131,064.64

n) Total Other Direct Costs INCLUDING SUBCONSULTANTS [(l)+(m)]	<u>\$ 132,024.64</u>
<b>TOTAL COST [(c) + (j) + (k) + (n)]</b>	<u>\$ 517,782.12</u>

## NOTES:

1. Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall remain fixed for the life of the contract.
3. Anticipated salary increases calculation (page 2) must accompany.
4. "Range" shown for initial salary at time of cost submittal. This is subject to escalation.
5. Employees considered "Non-Exempt" are marked with a "#" and are eligible for overtime (1.5X for overtime and 2.0X for double overtime) as applicable.

**Exhibit 10-H1 Cost Proposal** Page 2 of 3  
**Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts**  
 (Calculations for Anticipated Salary Increases)

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	<b>5 Year Contract Duration</b>
\$ 377,828.72	2522	= \$149.81	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate	Proposed Escalation			
Year 1	\$149.81	+ 0%	=	\$149.81	Year 2 Avg Hourly Rate
Year 2	\$149.81	+ 6%	=	\$158.80	Year 3 Avg Hourly Rate
Year 3	\$158.80	+ 3%	=	\$163.56	Year 4 Avg Hourly Rate
Year 4	\$163.56	+ 3%	=	\$168.47	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1	15.00%	* 2522	= 378	Estimated Hours Year 1
Year 2	50.00%	* 2522	= 1261	Estimated Hours Year 2
Year 3	35.00%	* 2522	= 883	Estimated Hours Year 3
Year 4	0.00%	* 2522	= 0	Estimated Hours Year 4
Year 5	0.00%	* 2522	= 0	Estimated Hours Year 5
	Total	Total	= 2522	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year	
Year 1	\$149.81	* 378	= \$56,674.31	Estimated Hours Year 1
Year 2	\$149.81	* 1261	= \$188,910.41	Estimated Hours Year 2
Year 3	\$158.80	* 883	= \$140,172.76	Estimated Hours Year 3
Year 4	\$163.56	* 0	= \$0.00	Estimated Hours Year 4
Year 5	\$168.47	* 0	= \$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation		= \$385,757.48	
	Direct Labor Subtotal before Escalation		= \$377,828.72	
	Estimated total of Direct Labor Salary Increase		= <b>\$7,928.76</b>	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e.  $\$250,000 \times 2\% \times 5 \text{ yrs} = \$25,000$  is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**Exhibit 10-H1 Cost Proposal** Page 3 of 3**Certification of Direct Costs:**

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

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract

[3. Title 23 United States Code Section 112 - Letting of Contracts](#)

[4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures](#)

[5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service](#)

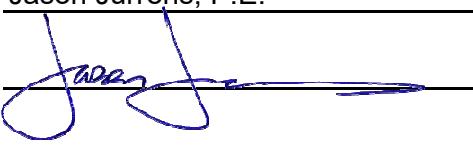
[6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board \(when applicable\)](#)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Jason Jurrens, P.E. Title \*: Regional Manager

Signature :  Date of Certification (mm/dd/yyyy): 12/12/2025

Email: [jason.jurrens@consoreng.com](mailto:jason.jurrens@consoreng.com) Phone Number: 916.368.9181

Address: 2868 Prospect Park Dr, Suite 250, Rancho Cordova, CA 95670

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

List services the consultant is providing under the proposed contract:

0

# COST PROPOSAL 1

## COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

Note: Mark-ups are Not Allowed

Prime Consultant  Subconsultant  2nd Tier Subconsultant

Consultant Crawford & Associates, Inc.

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 12/15/2025

Project Name Service Road Bridge (38C0222) over TID Canal - Geotechnical Services

### DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal *	Eric Nichols	15.0	\$76.90	\$ 1,153.50
Senior Project Manager *	Chris Trumbull	19.0	\$71.90	\$ 1,366.10
Construction Services Director *	TBD	0.0	\$69.97	\$ -
Project Manager II	TBD	0.0	\$66.99	\$ -
Project Manager I	TBD	55.0	\$61.60	\$ 3,388.00
Senior Engineer II	TBD	0.0	\$61.00	\$ -
Senior Engineer I	TBD	48.0	\$57.42	\$ 2,756.16
Senior Geologist*	Steve Carter	0.0	\$50.50	\$ -
Project Engineer III / Geologist III	TBD	0.0	\$47.60	\$ -
Project Engineer II / Geologist II	TBD	0.0	\$44.92	\$ -
Project Engineer I / Geologist I	TBD	80.0	\$41.33	\$ 3,306.40
Staff Engineer / Geologist	TBD	44.0	\$33.79	\$ 1,486.76
Drafter	TBD	16.0	\$32.50	\$ 520.00
Project Coordinator	TBD	6.0	\$40.00	\$ 240.00
Administrative Assistant	TBD	4.0	\$31.00	\$ 124.00
Laborer Technician **	TBD	0.0	\$38.75	\$ -

287

### Geotechnical Engineering and Environmental Services

a) Subtotal Direct Labor Costs	\$ 14,340.92
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 546.75
c) <b>TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 14,887.67</b>

### INDIRECT COSTS

d) Fringe Benefits	Rate: 72.58% e) Total Fringe Benefits [(c) x (d)]	\$ 10,805.47
f) Overhead	Rate: 84.99%	g) Overhead [(c) x (f)] \$ 12,653.03
h) General & Administrative	Rate: 20.00%	i) Gen & Admin [(c) x (h)] \$ 2,977.53
Combined ICR %: 177.57%		j) <b>TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b> \$ 26,436.03

FIXED FEE	k) <b>TOTAL FIXED FEE [(c) + (j)] x fixed fee</b>	10% ] \$ 4,132.37
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### I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage (Current IRS Rate)	200	Mile	\$ 0.70	\$ 140.00
Vehicle Charge	0	Day	\$ 25.00	\$ -
Per Diem (Lodging)	0	Day	\$ 110.00	\$ -
Per Diem (Meals)	0	Day	\$ 51.00	\$ -
Encroachment Permit	1	No Fee	No Fee	No Fee
Environmental Health Permit & Fees	1	Cost	\$ 750.00	\$ 750.00
Drilling Rig & Crew (includes mob/demob)	1	Cost	\$ 7,800.00	\$ 7,800.00
CPT Rig & Crew (includes mob/demob)	1	Cost	\$ 5,000.00	\$ 5,000.00
Steel Liners	0	Day	\$ 12.00	\$ -
Traffic Control - Major (DBE or PW)	1	Day	\$ 3,500.00	\$ 3,500.00
Traffic Control Equipment (Shoulder signs, cones, etc.)	1	Day	\$ 210.00	\$ 210.00
Drilling Supplies	0	Lump Sum	\$ 500.00	\$ -
Laboratory Testing	1	Lump Sum	\$ 4,250.00	\$ 4,250.00
				\$ 21,650.00

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

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -

**m) TOTAL SUBCONSULTANT'S COSTS** \$ -

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 21,650.00  
**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 67,106.07

ITEM 5

## CALCULATIONS FOR ANTICIPATED SALARY INCREASE

## 1. Calculate Average Hourly Rate for 1st Year of the Contract (Direct labor subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$14,340.92	287	49.97	Year 1 Avg Hourly Rate

## 2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

Avg Hourly Rate	Proposed Escalation				
Year 1 \$49.97	+ 5.0%	=	\$52.47	Year 2 Avg Hourly Rate	
Year 2 \$52.47	+ 5.0%	=	\$55.09	Year 3 Avg Hourly Rate	
Year 3 \$55.09	+ 5.0%	=	\$57.84	Year 4 Avg Hourly Rate	
Year 4 \$57.84	+ 5.0%	=	\$60.74	Year 5 Avg Hourly Rate	

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

Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1 50%	287	143.50	Est Hours Year 1
Year 2 25%	287	71.75	Est Hours Year 2
Year 3 25%	287	71.75	Est Hours Year 3
Year 4 0%	287	0.00	Est Hours Year 4
Year 5 0%	287	0.00	Est Hours Year 5
Total 100%	Total	287.00	

## 4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year	
Year 1 \$49.97 * 144</td <td>=</td> <td>\$7,170.46</td> <td>Est Hours Year 1</td>	=	\$7,170.46	Est Hours Year 1
Year 2 \$52.47 * 72</td <td>=</td> <td>\$3,764.49</td> <td>Est Hours Year 2</td>	=	\$3,764.49	Est Hours Year 2
Year 3 \$55.09 * 72</td <td>=</td> <td>\$3,952.72</td> <td>Est Hours Year 3</td>	=	\$3,952.72	Est Hours Year 3
Year 4 \$57.84 * 0</td <td>=</td> <td>\$0.00</td> <td>Est Hours Year 4</td>	=	\$0.00	Est Hours Year 4
Year 5 \$60.74 * 0</td <td>=</td> <td>\$0.00</td> <td>Est Hours Year 5</td>	=	\$0.00	Est Hours Year 5
Total Direct Labor Cost with Escalation	=	\$14,887.67	
Direct Labor Subtotal before Escalation	=	\$14,340.92	
<b>Estimated Total of Direct Labor Salary Increase</b>	=	<b>\$546.75</b>	(Transfers to Page 1)

## NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e.  $\$250,000 \times 2\% \times 5 \text{ years} = \$25,000$  is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**CERTIFICATION OF DIRECT COSTS**

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

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

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

**Prime Consultant or Subconsultant Certifying:**

Name: Ben Crawford

Title \*: President

Signature : 

Date of Certification: 12/15/2025

Email: [ben.crawford@crawford-inc.com](mailto:ben.crawford@crawford-inc.com)

Phone Number: (916) 455-4225

Address: Crawford & Associates, Inc., 4701 Freeport Blvd., Sacramento, CA 95822

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

List services the consultant is providing under the proposed contract:

**Geotechnical Engineering Services**

**COST PROPOSAL 1**  
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

Mark-ups Not Allowed

Prime Consultant  Subconsultant  2nd Tier Subconsultant

Consultant Crawford & Associates, Inc.

Project No. 25-1509.XP

Contract No. \_\_\_\_\_

Date 12/15/2025

Project Name Service Road Bridge (38C0222) over TID Canal - Environmental (Hazardous Materials) Services

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal *	TBD	4	\$76.90	\$ 307.60
Senior Project Manager *	TBD	6	\$71.90	\$ 431.40
Senior Geologist	TBD	23	\$50.50	\$ 1,161.50
Project Engineer I / Geologist I	TBD	42	\$41.33	\$ 1,735.86
Drafter	TBD	8	\$32.50	\$ 260.00
Project Coordinator	TBD	2	\$40.00	\$ 80.00
Administrative Assistant	TBD	2	\$31.00	\$ 62.00

87

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 4,038.36  
b) Anticipated Salary Increases (see page 2 for calculation) \$ 2,173.14

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 6,211.50

**INDIRECT COSTS**

d) Fringe Benefits Rate: 72.58% e) Total Fringe Benefits [(c) x (d)] \$ 4,508.31  
f) Overhead Rate: 84.99% g) Overhead [(c) x (f)] \$ 5,279.15  
h) General & Administrative Rate: 20.00% i) Gen & Admin [(c) x (h)] \$ 1,242.30

Combined ICR %: 177.57%

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 11,029.76

**FIXED FEE** k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10% \$ 1,724.13

**I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	200	Mile	\$ 0.70	\$ 140.00
Vehicle Charge	0	Day	\$ 25.00	\$ -
ERIS (Record Search)	1	Cost	\$ 550.00	\$ 550.00
Hand Auger	0	Day	\$ 210.00	\$ -

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

Subconsultant 1: \$ -

Subconsultant 2: \$ -

m) **TOTAL SUBCONSULTANT'S COSTS** \$ -

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l) + (m)] \$ 690.00

**TOTAL COST** [(c) + (j) + (k) + (n)] \$ 19,655.38

**CALCULATIONS FOR ANTICIPATED SALARY INCREASE****1. Calculate Average Hourly Rate for 1st Year of the Contract (Direct labor subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
<u>\$4,038.36</u>	<u>87</u>	<u>=</u>	<u>46.42</u> Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

Avg Hourly Rate	Proposed Escalation			
Year 1 \$46.42	+	5.0%	=	Year 2 Avg Hourly Rate
Year 2 \$48.74	+	5.0%	=	Year 3 Avg Hourly Rate
Year 3 \$51.18	+	5.0%	=	Year 4 Avg Hourly Rate
Year 4 \$53.73	+	5.0%	=	Year 5 Avg Hourly Rate

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

Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1 100%	*	87	= 87.00 Est Hours Year 1
Year 2 25%	*	87	= 21.75 Est Hours Year 2
Year 3 25%	*	87	= 21.75 Est Hours Year 3
Year 4 0%	*	87	= 0.00 Est Hours Year 4
Year 5 0%	*	87	= 0.00 Est Hours Year 5
Total 150%	Total	=	87.00

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year	
Year 1 \$46.42	*	87	= \$4,038.36 Est Hours Year 1
Year 2 \$48.74	*	22	= \$1,060.07 Est Hours Year 2
Year 3 \$51.18	*	22	= \$1,113.07 Est Hours Year 3
Year 4 \$53.73	*	0	= \$0.00 Est Hours Year 4
Year 5 \$56.42	*	0	= \$0.00 Est Hours Year 5
Total Direct Labor Cost with Escalation		=	\$6,211.50
Direct Labor Subtotal before Escalation		=	\$4,038.36
<b>Estimated Total of Direct Labor Salary Increase</b>		=	<b><u>\$2,173.14</u></b> (Transfers to Page 1)

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e.  $\$250,000 \times 2\% \times 5 \text{ years} = \$25,000$  is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**CERTIFICATION OF DIRECT COSTS**

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Direct Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Benjamin D. Crawford Title \*: President

Signature :  Date of Certification: 12/15/2025

Email: [ben.crawford@crawford-inc.com](mailto:ben.crawford@crawford-inc.com) Phone Number: (916) 455-4225

Address: Crawford & Associates, Inc., 4701 Freeport Blvd., Sacramento, CA 95822

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

List services the consultant is providing under the proposed contract:

**Environmental (Hazardous Materials) Services**

**CITY OF CERES**  
**SERVICE ROAD BRIDGE OVER CERES MAIN CANAL PROJECT**  
**SURVEYING**  
**17-Dec-25**

**Task Effort Worksheet**

PRIMARY SCOPE TASKS		Kent Hysell Project Manager	Land Surveyor	CAD Drafting	2-Man Survey Crew	PTR (Sub-Consultant)	Consultant	Consultant	
TASK	TASK ACTIVITY								
		Billing Rates	\$235.59	\$196.33	\$95.28	\$328.06	Lump Sum	Total Hours	Total Fee
1.0	Surveying								
1.1.1	Research	2	6				8		\$1,649
1.1.2	Control Field Survey	2	16	6	16		40		\$9,433
1.1.3	Topographic Survey and Base Mapping	2	12	24	24		62		\$12,987
1.1.4	Right-of-Way and Mapping Services	2	56	12	8	\$5,000	78		\$20,234
	Task 1.1 Total Direct Labor Hours	8	90	42	48		188		\$44,303
	Total Direct Labor Hours	8	90	42	48		188		\$44,303

**NOTES:**

1. All scope items and fees are based on our best approximation given the current level of information. NorthStar will gladly discuss and/or negotiate any Scope or Fee item shown on this estimate.

## EXHIBIT 10-H1 COST PROPOSAL

## ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant  Subconsultant  2nd Tier Subconsultant

Consultant: NorthStar Engineering Group, Inc.

Project No. Service Rd Bridge Over the Ceres Main Canal Contract No.: \_\_\_\_\_ Date: 12/17/2025

## DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Party Chief	Various	48.00	\$ 62.02	\$ 2,976.96
Chainmen-Apprentice	Various	48.00	\$ 58.49	\$ 2,807.52
Principal / Project Manager	Kent Hysell	8.00	\$ 86.54	\$ 692.32
Land Surveyor	Rien Groenwoud	90.00	\$ 72.12	\$ 6,490.80
CAD Drafting	Ronnie Kulina	42.00	\$ 35.00	\$ 1,470.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

## LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 14,437.60
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 14,437.60

## INDIRECT COSTS

d) Fringe Benefits Rate:	52.67%	e) TOTAL FRINGE BENEFITS [(c) x (d)]	\$ 7,604.28
f) Overhead Rate:	59.81%	g) Overhead [(c) x (f)]	\$ 8,635.13
h) General and Administrative Rate:	35.00%	i) Gen & Admin [(c) x (h)]	\$ 5,053.16
		j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 21,292.57

## FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee	10%	\$ 3,573.02
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## l) CONSULTANTS OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		miles	\$ 0.58	\$ -
Equipment Rental and Supplies			\$ -	\$ -
Permit Fees			\$ -	\$ -
Plan Sheets			\$ -	\$ -
Test			\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS	\$ -
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## m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Title Reports	\$ 5,000.00
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -
Subconsultant 5:	\$ -

m) TOTAL SUBCONSULTANTS' COSTS	\$ 5,000.00
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n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS' [(l) + (m)]	\$ 5,000.00
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TOTAL COST [(c) + (j) + (k) + (n)]	\$ 44,303.19
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## NOTES:

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

## EXHIBIT 10-H1 COST PROPOSAL

**Certification of Direct Costs:**

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Kent Hysell

Title: CFO

Signature: 

Date of Certification (mm/dd/yyyy): 12/17/2025

Email: [khySELL@nseng.net](mailto:khySELL@nseng.net)

Phone Number: 209-524-3525

Address: 620 12th Street, Modesto, CA 95354

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

List services the consultant is providing under the proposed contract:

Surveying Services



## Budget Amendment No.

Fiscal Year 2026

Reference Resolution No. , dated February 9, 2026, authorizing appropriations for  
Service Rd Bridge over Ceres Main Canal

as follows:

## Appropriations:

Fund Name	Org.	Object	Project (if appl.)	Appropriation Amount
Federal Transportation Funding	26895	800500	NEW	\$ 277,000.00

Requested Appropriation	\$ 277,000.00
Current Appropriation	
Total Appropriation	\$ 277,000.00

## Estimated Revenues:

Fund Name	Org.	Object	Project (if appl.)	Appropriation Amount
HBP GRANT				\$ 277,000.00

Additional Estimated Revenue	\$ 277,000.00
Current Estimated Revenue	
Total Estimated Revenue	\$ 277,000.00

Fiscal Impact: Grant fund from HBP

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## ADMINISTRATIVE BUDGET AMENDMENT

## TRANSFER OF FUNDS FROM ONE ACCOUNT TO ANOTHER

BA #

DATE: 01/06/26

TO: Finance Department

FROM: Michael Beltran, Engineering

### Transfer appropriations from:

Transfer appropriations to:

JUSTIFICATION: This administrative budget transfer Project funds

1/9/26

---

Date

---

## Finance Director

---

Date

---

## City Manager

---

Date



## AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

## FEDERAL AID PROGRAM

DLA LOCATOR: 10-STA-0-CER  
 PREFIX: BRLS  
 PROJECT NO: 5241(083)  
 SEQ NO: 1  
 STATE PROJ NO: 1026000058L-N  
 ALT. PROJ NO:  
 AGENCY: CERES  
 ROUTE:  
 DISASTER NO:  
TIP DATA  
 MPO: STANCOG  
 FSTIP YR: 25/26  
 STIP REF: 214-0000-0447  
 FSTIP ID STANCOG

PROJECT LOCATION:  
 SERVICE ROAD OVER T.I.D. CERES MAIN CANAL (38C0222)  
 TYPE OF WORK:  
 BRIDGE REHABILITATION  
 FED RR NO'S:  
 PUC CODES:  
 PROJ OVERSIGHT: ASSUMED/LOCAL ADMIN  
 ENV STATUS /  
 RW STATUS / DT:  
 INV RTE:  
 BEG MP:  
 END MP:  
 BRIDGE NO: 38C0222

PREV AUTH / AGREE DATES:  
 PE:  
 R/W:  
 CON:  
 SPR:  
 MCS:  
 OTH:

PROJECT END DATE (PED): 10/27/2029

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
Y001	10	15				

FUNDING SUMMARY

PHASE		PROJECT COST	FEDERAL COST	AC COST
PE	PE PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	PE THIS	\$346,250.00	\$277,000.00	\$0.00
	PE SUBTOTAL	\$346,250.00	\$277,000.00	\$0.00
R/W	RW PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	RW THIS REQUEST	\$0.00	\$0.00	\$0.00
	RW SUBTOTAL	\$0.00	\$0.00	\$0.00
CON	CON PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	CON THIS REQUEST	\$0.00	\$0.00	\$0.00
	CON SUBTOTAL	\$0.00	\$0.00	\$0.00
OTH	OTH PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	OTH THIS REQUEST	\$0.00	\$0.00	\$0.00
	OTH SUBTOTAL	\$0.00	\$0.00	\$0.00
	TOTAL:	\$346,250.00	\$277,000.00	\$0.00

STATE REMARKS

12/11/2025 Request is for authorization of \$277,000 federal funds to proceed with Preliminary Engineering. Project End Date: 10/27/2029

12/22/2025 \* SEQ 1: Initial authorization of PE for \$277,000 under Y001.

FEDERAL REMARKSAUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: PRE  
 FOR: AUTHORIZE PE PHASE  
 DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: SERRANO, JESUS  
 REVIEWED IN FADS BY: WULFF, DARLENE  
 SUBMITTED IN FADS BY: WULFF, DARLENE  
 PROCESSED IN FADS BY: SIGNATURE, NOT\_REQUIRED  
 E-76 AUTHORIZED DATE IN FMIS JIYOUNG AHN

ON 2025-12-11 948-3689  
 ON 2025-12-23 741-5450  
 ON 2025-12-23 FOR CALTRANS  
 ON 2025-12-23 FOR FHWA  
 ON 2026-01-02 14:24:46.0

SIGNATURE HISTORY FOR PROJECT NUMBER 5241(083) AS OF 01/05/2026

FHWA FMIS SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
0	WAI HAYS	12/30/2025
	WAI HAYS	12/30/2025
	JIYOUNG AHN	01/02/2026

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE	SIGNED BY	SIGNED ON
AUTH/AGREE	WULFF, DARLENE	12/23/2025



## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** February 9, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Michael R. Beltran II, P.E., Director of Engineering / City Engineer  
[michael.beltran@ceres.gov](mailto:michael.beltran@ceres.gov), (209) 538-5775

**SUBJECT:** **Resolution No. 2026-XXX, Accepting the Whitmore Gazebo Project as Complete, Authorizing the Filing of the Notice of Completion, and Authorizing the Release of the Remaining Retention to the Contractor**

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### **RECOMMENDED COUNCIL ACTION:**

Staff recommends the City Council to adopt a Resolution accepting the Whitmore Gazebo Project as complete; authorize the filing of the Notice of Completion and releasing the remaining retention to the Contractor.

#### **I. BACKGROUND:**

The Whitmore Park Gazebo Project's goals are to create and enhance areas to increase safety for park users, provide more community gathering space, and provide users with better access and views of the park's amenities. Major enhancements included accessible pathways to and within the park and upgrades to the covered gazebo and electrical improvements for event gatherings.

#### **II. REASONS FOR RECOMMENDATION:**

All work has been completed in accordance with the contract, plans, specifications, and to the satisfaction of the City.

#### **III. FISCAL IMPACTS:**

The original contract was awarded for \$491,649.00, with an approved 10% contingency. The project's final construction cost totaled \$499,422.75, utilizing only 1.6% of the approved contingency, amounting to \$7,773.75.

#### **IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

This project is in conformance with the First Goal of the Strategic Plan:

1) **Infrastructure:** Ensure that the community has adequate, well-maintained infrastructure that fosters a quality community and supports a strong economy.

**V. POLICY ALTERNATIVES:**

The City Council can choose to:

1. Approve the request as recommended by staff; or
2. Deny the request; or
3. Continue to a future City Council Meeting

**VI. INTERDEPARTMENTAL COORDINATION:**

The Engineering Services Department has coordinated with the Public Works Department, Parks Division.

**VII. PUBLIC PARTICIPATION:**

N/A

**VIII. ENVIRONMENTAL REVIEW:**

The project was filed with a Categorical Exemption under section 15301 Class I (b)(c)(d)

**IX. STEPS FOLLOWING APPROVAL:**

The Notice of Completion will be filed, and the 5% retention will be released.

Approved by:



Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Resolution
2. Attachment B – Notice of Completion

**RESOLUTION NO. 2026-XXX**

**ACCEPTING THE WHITMORE GAZEBO PROJECT AS COMPLETE,  
AUTHORIZING THE FILING OF THE NOTICE OF COMPLETION, AND  
AUTHORIZING THE RELEASE OF THE REMAINING RETENTION TO  
THE CONTRACTOR**

**THE CITY COUNCIL**  
City of Ceres

**WHEREAS**, Sinclair General Engineering Construction, Inc., has completed all work required pursuant to their contract with the City of Ceres for the Whitmore Gazebo Project; and

**WHEREAS**, the Director of Engineering has recommended that this project be accepted as complete, and that the contractor, Sinclair General Engineering Construction, Inc., be paid all sums due under the contract; and

**WHEREAS**, the contract was awarded in the amount of \$491,649.00, plus a 10% contingency and the final contract amount is \$499,422.75 and the funds to cover the final payment and retention funds are available in project number 2517; and

**WHEREAS**, it appears that the sums due under the contract are reasonable.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ceres does hereby accept the Whitmore Gazebo Project as complete, authorizes the filing of the Notice of Completion, and authorizes the release of the remaining retention to the contractor.

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on the 9<sup>th</sup> day of February 2026, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

---

Javier Lopez, Mayor

ATTEST:

---

Fallon Martin, City Clerk



**ATTACHMENT B**

RECORDING REQUESTED BY:  
CITY OF CERES

When recorded mail to:  
Name: City of Ceres  
Fallon Martin  
2220 Magnolia St  
Ceres, CA 95307

SPACE ABOVE THIS LINE RESERVED  
FOR RECORDER'S USE ONLY

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**NOTICE OF COMPLETION****NOTICE IS HEREBY GIVEN:**

1. On July 22, 2024, the City of Ceres, a Municipal Corporation in the County of Stanislaus, State of California, accepted the bid of Sinclair General Engineering Construction, Inc., for the **Whitmore Gazebo Project**.
2. On October 29, 2025, the said contract was substantially completed by Sinclair General Engineering Construction, Inc., and accepted by the City Council of the City of Ceres at a regular meeting of the City Council held on the 9th day of February 2026.

By: \_\_\_\_\_  
Fallon Martin, City Clerk  
City of Ceres

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**VERIFICATION**

I, the undersigned, affirm:

I am the person who signed the foregoing notice. I have read and understand the above notice and know its contents, and the facts stated therein are true and correct to the best of my knowledge.

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

Executed in the City of Ceres, County of Stanislaus, State of California on this 9th day of February 2026.

By: \_\_\_\_\_,

Fallon Martin, City Clerk



## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** **February 9, 2026**

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Trenton Johnson, Chief of Police  
trenton.johnson@ci.ceres.ca.us, (209) 538-5725

**SUBJECT:** **Resolution No. 2026-XXX, Authorizing the Submission of an Application to the Office of Traffic Safety for a Special Traffic Enforcement Program (STEP) Grant**

### **RECOMMENDED COUNCIL ACTION:**

Staff recommends Council authorize the submission of an application to the Office of Traffic Safety for a Special Traffic Enforcement Program (STEP) Grant.

#### **I. BACKGROUND:**

The Office of Traffic Safety has created a grant that will provide funding for equipment and personnel overtime costs associated with the department organizing and staffing the following:

- DUI Checkpoints
- DUI Saturation Patrols
- Distracted Driving Patrols
- Night-time Click it or Ticket Patrols
- Enforcing traffic violations, which are the primary causes of collisions, during Selective Traffic Enforcement.

The Grant will provide funding for Traffic Enforcement items such as a new traffic enforcement/equipment vehicle. It will also provide up to 80, 8-hour shifts of overtime (including the cost of benefits) to be used for DUI Checkpoints, Saturation Patrols, Selective Traffic Enforcement, Distracted Driving Patrols, Night-time Click it or Ticket Patrols and Community Education

#### **II. REASONS FOR RECOMMENDATION:**

Having equipment and funding for overtime will enable our officers to spend more time in the community for the purpose of prevention, enforcement, and education in Traffic Safety.

**III. FISCAL IMPACTS:**

There is no fiscal impact associated with the submittal of the grant application to the Office of Traffic Safety for the STEP grant. If awarded, staff will present a staff report to the City Council to approve acceptance of the grant and amend budgeted appropriations to cover personnel, equipment, and community education costs.

**IV. EXISTING POLICY / RELATIONSHIP TO STRATEGIC PLAN:**

Approval of this grant application fulfills the strategic plan for Government Operations: "Provide quality services to meet community needs, assuring that the City has...well trained and properly equipped...staff."

**V. POLICY ALTERNATIVES:**

Council could choose to not approve the application for this grant. If not approved, additional traffic checkpoints, patrols, enforcements and community education would not be feasible.

**VI. INTERDEPARTMENTAL COORDINATION**

N/A

**VII. PUBLIC PARTICIPATION**

N/A

**VIII. ENVIRONMENTAL REVIEW**

N/A

**IX. STEPS FOLLOWING APPROVAL:**

Following Council approval, Ceres Police personnel will move forward with completing and submitting the grant application for approval.

Approved by:



Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Resolution

**RESOLUTION NO. 2026-XXX**

**AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF  
TRAFFIC SAFETY FOR A SPECIAL TRAFFIC ENFORCEMENT PROGRAM (STEP)  
GRANT**

**The City Council**  
City of Ceres

**WHEREAS**, the Selective Traffic Enforcement Program (STEP) Grant will assist law enforcement units in obtaining funds to purchase equipment and pay for overtime cost in association with DUI Checkpoints, Saturation Patrols, illegal street racing and Selective Traffic Enforcement; and

**WHEREAS**, this equipment and overtime will allow our Officers to spend more time in the Community for the purpose of prevention, enforcement, and education in Traffic Safety; and

**WHEREAS**, the Grant award of up to \$169,663.29 will cover equipment and overtime costs that the Police Department could not cover at this time; and

**WHEREAS**, this is a reimbursement grant and all expenditures will be reimbursed, resulting in no additional fiscal impact to the City of Ceres.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ceres does hereby authorize the submission of an application to the Office of Traffic Safety for a Special Traffic Enforcement Program (STEP) Grant.

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on the 9<sup>th</sup> day of February 2026, by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:  
ABSTAIN: Councilmembers:

---

Javier Lopez, Mayor

ATTEST:

---

Fallon Martin, City Clerk





## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** February 9, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Douglas D. Dunford, City Manager  
[Doug.Dunford@ceres.gov](mailto:Doug.Dunford@ceres.gov) (209) 538-5751

**SUBJECT:** **Resolution No. 2026-XXX, Approving a Memorandum of Understanding (MOU) with the Stanislaus Council of Governments (StanCOG) for the Suballocation of the Regional Early Action Planning (REAP) 2.0 Grant, Authorizing a Budget Amendment to Appropriate Funds, and Authorizing the City Manager to Execute the Memorandum of Understanding**

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### **RECOMMENDED COUNCIL ACTION:**

Staff recommends that the City Council authorize the City Manager to enter into a Memorandum of Understanding (MOU) with the Stanislaus Council of Governments (Stan COG) for the suballocation of the Regional Early Action Planning (REAP) 2.0 grant and authorize a budget amendment appropriating funds, and the City Manager to execute the MOU.

#### **I. BACKGROUND:**

Stan COG is the recipient of \$7 million dollars from the California Department of Housing and Community Development (HCD) for administration of the Regional Early Action Planning Grant Program of 2021 (REAP 2.0). Stan COG issued a non-competitive call for projects under the Transformative Funding Suballocation Program, making funds available to all jurisdictions in Stanislaus County who have projects that are consistent with the goals of the REAP 2.0 program. The REAP 2.0 program focuses on integrating housing and climate goals and allowing for broader planning and implementation investments, including infrastructure. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The City of Ceres' suballocation of REAP 2.0 funding is \$320,967. The City of Ceres proposes using the funds on two specific projects that will help meet the REAP 2.0 Goals and Objectives.

The first project will be working with EMC Planning Group to implement the 2023-2031 Housing Element programs. The scope of work includes four phases that are structured based on required implementation timelines set in the Housing Element and the opportunity to package related Municipal Code amendments for consistency and efficiency during recommendation and adoption hearings before decision-makers. The City's recently adopted 2023-2031 Housing Element has 44 programs that need to be implemented prior to December 31, 2031. With the late adoption of the Housing Element, the City only has six years to complete/implement the programs in this element. The proposed EMC scope of work will complete most of the required 44 programs in the next year. The EMC contract is also an item for Council to consider this evening.

The second project planned for the REAP 2.0 funds is an update to the Ceres Downtown Specific Plan. HCD has directed the City to align Housing Element actions with the Downtown Specific Plan to facilitate residential development that supports and complements the planned ACE Train station. In order to accomplish this alignment, EMC will also develop a Residential Infill Development Strategy and insert this into the existing Specific Plan. This chapter will focus on facilitating infill housing near the planned ACE Train station, promoting multimodal connectivity, and aligning the overall intent of the Specific Plan with the City's Housing Element and long-term vision for a vibrant, mixed-use downtown. This effort will also result in a new Downtown Site Inventory that can be used to market to developers who are interested in development in Ceres' downtown.

## **II. REASONS FOR RECOMMENDATION:**

Entering into the MOU with Stan COG is important for the City, as contracting with EMC to complete the programs of the Housing Element and updating the Downtown Specific Plan are costs that Community Development Department cannot fund (or staff) at this time.

By implementing the programs of the Housing Element, the City can show HCD that it is actively increasing housing opportunities within the City. The programs that will be implemented with this grant are designed to expand housing choices, enhance affordability, and reduce vehicle miles traveled, thereby helping lower greenhouse gas emissions. The Housing Element identifies several specific plan areas where new housing will be concentrated and these locations are strategically located near existing infrastructure and commercial zones, helping reduce travel distances to jobs, schools, retail, and services. There are programs that will be implemented with the help of this grant that will encourage housing creation in areas that are walkable and transit friendly. Barriers to infill housing will be reduced through the proposed implementation programs, which aligns with the state's desire for limiting sprawl and lowering emissions.

Further, the proposed additional chapter and infill site inventory for the Downtown Specific Plan that will be completed with Project 2, are the most economical way to bring infill development into the Downtown area. By incorporating the new housing element policies and providing a roadmap for development sites in the Downtown, the Economic Development Manager will be able to market the area as a prime location for development given the proximity to the ACE Train.

Entering this MOU with Stan COG and receiving the funds available to Ceres will eliminate many of the barriers in the Ceres Municipal Code that hinder the production of housing in

the City of Ceres. As the programs identified in the Housing Element are implemented in practice, the development community will be able to expand the type of housing built, which will increase housing choices, enhance affordability, and reduce vehicle miles traveled, thereby helping lower greenhouse gas emissions and promote more alternatives to vehicle travel.

**III. FISCAL IMPACTS:**

The total REAP 2.0 allocation for the City of Ceres is \$320,967.00. REAP 2.0 funds will cover contracted costs for the Housing Element and Downtown Specific Plan as well as contracted Planning Administrative services.

A budget amendment is needed in the amount of \$320,967.00 to reflect the receipt of the REAP 2.0 allocation. Staff recommends increasing revenue and expenditure appropriations in the Federal Grants Fund to cover the services listed as part of the proposal for the grant (Refer to Attachment C – Budget Amendment).

**IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

N/A

**V. POLICY ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

The project staff report was written in coordination with the City Attorney's Office and the MOU was prepared by Stan COG.

**VII. PUBLIC PARTICIPATION:**

N/A

**VIII. ENVIRONMENTAL REVIEW:**

The adoption of a resolution regarding entering into a MOU with Stan COG is not a project under CEQA and therefore not subject to CEQA review

**IX. STEPS FOLLOWING APPROVAL:**

The REAP MOU shall be executed by the City Manager and submitted to Stan COG. Once the signed MOU is in place, the City may begin sending Stan COG invoices for work as it is completed and Stan COG will issue reimbursement checks.

Approved by:



Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – City Council Resolution
2. Attachment B – REAP 2.0 MOU Packet
3. Attachment C – Budget Amendment Form

## RESOLUTION NO. 2026-XXX

**APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE  
STANISLAUS COUNCIL OF GOVERNMENTS (STANCOG) FOR THE  
SUBALLOCATION OF THE REGIONAL EARLY ACTION PLANNING (REAP) 2.0  
GRANT, AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE FUNDS,  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM  
OF UNDERSTANDING**

**THE CITY COUNCIL**  
City of Ceres

**WHEREAS**, the Stanislaus Council of Governments (“StanCOG”) is the Regional Transportation Planning Agency (“RTPA”) and Metropolitan Planning Organization (“MPO”) for the Stanislaus region, pursuant to State and Federal designation; and

**WHEREAS**, as a Metropolitan Planning Organization, StanCOG received approximately \$7,000,000.00 to be distributed to the local agencies under its jurisdiction for projects that are consistent with the goals of the REAP 2.0 program. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals; and

**WHEREAS**, the City of Ceres’ REAP 2.0 suballocation is \$320,967.00 to be utilized consistent with the Scope of Work as outlined in the MOU with StanCOG; and

**WHEREAS**, by accepting a budget amendment and approving appropriations, the City Council will enable the utilization of REAP 2.0 funds to finance the Housing Element and Downtown Specific Plan development and Administrative Planning Services; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ceres, California, as follows:

1. The City Council of the City of Ceres hereby authorizes the City Manager to enter into a Memorandum of Understanding with StanCOG for the suballocation of \$320,967.00 in Regional Early Planning Grant 2.0 funds.

**BE IT FURTHER RESOLVED** the City of Ceres Finance Director is hereby authorized and directed to record the appropriate accounting entries.

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on the 9<sup>th</sup> day of February 2026, by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:  
ABSTAIN: Councilmembers:

---

Javier Lopez, Mayor

ATTEST:

---

Fallon Martin, City Clerk



**MEMORANDUM OF UNDERSTANDING**  
**between**  
**STANISLAUS COUNCIL OF GOVERNMENTS**  
**and**  
**CITY OF CERES**  
**for**  
**SUBALLOCATION OF REGIONAL EARLY ACTION PLANNING GRANT FUNDS OF**  
**2021 (REAP 2.0)**

This Memorandum of Understanding is made and entered into between the Stanislaus Council of Governments (StanCOG) and the City of Ceres, the “**Sub- Recipient**”, and is dated January 21, 2026, for reference purposes.

**Recitals**

- A. WHEREAS, StanCOG is a council of city and county governments in Stanislaus County, established by a joint powers agreement in 1971, to address regional transportation issues and is the designated metropolitan planning organization for the Stanislaus region;
- B. WHEREAS, StanCOG is the recipient of funds from the California Department of Housing and Community Development (“HCD”) for administration of the Regional Early Action Planning Grant Program of 2021 (REAP 2.0);
- C. WHEREAS, StanCOG issued a non-competitive call for projects under the Transformative Funding Suballocation Program, making funds available to all jurisdictions in Stanislaus County for eligible planning and implementation activities consistent with the goals of the REAP 2.0 program;
- D. WHEREAS, the City of Ceres applied for, and has been deemed eligible to receive, funding to carry out such planning and implementation activities (the “Project”);
- E. WHEREAS, the City of Ceres agrees to implement the Project and collaborate with StanCOG to further the goals of promoting affordable infill housing opportunities, expanding multimodal transportation options, and reducing vehicle miles travelled within the region.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

**AGREEMENT****1. Recitals, and Funding Agreement between HCD and StanCOG**

The recitals above are hereby incorporated in this Agreement. The funding agreement between HCD and StanCOG is attached to this Agreement as Exhibit “A” and all applicable provisions of said agreement shall apply to the Sub-Recipient, in addition to the Agreement terms set forth below. The key guidance and requirements of the REAP 2.0 program applicable to all the Sub-Recipients are presented in the Notice of Funding Availability and Final Guidelines – Metropolitan Planning Organization Allocation Regional Early Action Planning Grant (REAP 2.0) attached to this Agreement as Exhibit “B”.

**2. Funding Amount:**

The amount to be paid to Sub-Recipient under this MOU will not exceed three hundred twenty thousand, and nine hundred and sixty seven dollars, \$320,967.00, which represents Sub-Recipients allocation. In no instance will StanCOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Nor shall StanCOG be liable for any amounts if HCD fails to allocate or distribute REAP 2.0 funding to StanCOG.

**3. Term/Timeline:**

The term of this MOU shall begin on the “Effective Date” of this MOU, which shall be the last date of execution of the MOU by the parties hereto. All work identified in the Scope of Work must be completed by December 31, 2026, unless terminated earlier as provided herein. No extensions will be granted to complete the Scope of Work unless authorized by HCD. All final reporting and invoicing, set forth in Section 9 of this Agreement, is due to StanCOG by January 31, 2027.

**4. Project Management and Notices:**

The StanCOG point of contact for all communication regarding invoicing, reporting and noticing shall be:

Michael Sigala  
Stanislaus Council of Governments,  
1111 “T” Street Suite 308  
Modesto, CA 95354  
Telephone: (209) 525-4600  
Email: [msigala@stancog.org](mailto:msigala@stancog.org)

The Subrecipient Project Manager for all communication, invoicing, reporting and noticing shall be:

Lea Simvoulakis  
Planning Consultant

City of Ceres  
2220 Magnolia Street  
Ceres, CA 95307  
Telephone: (209) 538-5700  
Email: lea.simvoulakis@ci.ceres.ca.us

**5. Scope of Work:**

The scope of work for the Project (“Scope of Work”) is set forth in Sub-Recipient’s REAP 2.0 Application for the StanCOG’s Transformative Suballocation Program, attached to this Agreement as Exhibit “C”.

The Sub-Recipient shall use the Funds in accordance with the scope of work as contained in the grant application approved by HCD. Sub-Recipient request for amendments or modifications in scope must be made in consultation with, and with the prior approval of, StanCOG. If deemed appropriate by StanCOG, StanCOG will seek prior approval from HCD regarding proposed changes in task budget or scope/approach to ensure that any changes to the scope of work as proposed in the grant application are acceptable to HCD.

**6. Compliance**

By entering into this Agreement and thereby accepting the Funds, the Grantee agrees to comply with the terms and conditions set forth in Exhibit “A”, Exhibit “B”, Exhibit “C”, and this Memorandum of Understanding.

Sub-Recipient will, also, comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all State regulatory requirements associated with the REAP 2.0 funding provided to Sub-Recipient hereunder, including all reporting requirements set forth in the REAP 2.0 Guidelines and reporting requirements in the funding agreements between StanCOG and HCD.

Further, Sub-Recipient will require the appropriate debarment certification form from all Sub-Recipient contractors and Sub-Recipient certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.

**7. Independent Contractor:**

Sub-Recipient, and the agents and employees of the Sub-Recipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of StanCOG. Sub-Recipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit StanCOG to any decision or course of action, and will not represent to any person or business that they have such power. Sub-Recipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Sub-Recipient in

the performance of work funded by this Agreement. Sub-Recipient will be solely responsible for all matters relating to the payment of its employees and contractors including, but not limited to, compliance with all laws, statutes, and regulations governing such matters.

**8. Accounting Records:**

- a. Sub-Recipient, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment voucher or invoices.
- b. Sub-Recipient shall establish a separate ledger account for receipts and expenditure of the Funds and maintain expenditure details in accordance with the scope of work, project timeline and budget.
- c. Sub-Recipient shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- d. Sub-Recipient agrees that StanCOG, HCD and the State of California and/or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement.

**9. Reporting and Payment:**

- a. On a quarterly basis, Sub-Recipient will provide StanCOG with both (1) a written report on the progress made on the Scope of Work; and (2) an invoice for reimbursement containing attached back up documentation, including itemized receipts clearly showing the amount requested for reimbursement, including vendor name, purchase date, and a description of the items, services procured, or Sub-Recipient staff time billed to the Project; statement of reason to provide a clear explanation of why the expense was incurred, such as a copy of a meeting invitation, event flyer, or a written explanation outlining the business purpose of the expense; and proof of payment. If no receipt is available, a proof of payment (e.g., a canceled check or credit card statement) may be required. Sub-Recipient shall submit the quarterly reports within 30 days of the end of the reporting period. The quarterly report shall be provided by e-mail to StanCOG. Sub-Recipient's written progress report shall be completed as required by StanCOG, and shall be for the periods ending March, June, September and December of each year. StanCOG may provide a reporting template for the Quarterly Report, and the Sub-Recipient shall report all required information on the template provided. Sub-recipient's failure to submit timely, accurate, and complete Quarterly Reports and invoices consistent with the approved Scope of Work and budget (and the REAP grant agreement) may result in payment delay, non-payment, or other actions deemed necessary to ensure compliance with the REAP program reporting requirements. In addition, StanCOG reserves the right to withhold future reimbursements or funding distributions, and to disallow expenses not

properly and timely invoiced or lacking the required reporting information.

- b. Sub-Recipient shall annually report to StanCOG by January 31<sup>st</sup> for the previous calendar year of the Agreement: (1) detailed status of the Project overall, including subtasks (2) status of the uses and expenditures, including subtasks, (3) an explanation and quantification, where appropriate, of the progress achieved toward all of the objectives of the REAP 2.0 program, barriers and solutions for the proposed activities including (a) corresponding impact and measurable outcomes for accelerating infill housing development, (b) reductions in vehicle miles traveled per capita, (c) actions for affirmatively furthering fair housing (d) location of investment, (e) socioeconomic statistics about the impacted geography, and (f) regional impact explanation. Additional information on indicators, outcomes and anticipated changes and other reporting requirements deemed necessary by StanCOG may be required in the Annual Report. StanCOG may provide a reporting template for the Annual Report, and the Sub-Recipient shall report all required information on the template provided.
- c. Payments to Sub-Recipient hereunder will be made in arrears.
- d. Invoices for expenditures incurred prior the Effective Date of this MOU will not be reimbursed.
- e. Sub-Recipient shall not be entitled to reimbursement of indirect costs unless a copy of an applicable, approved indirect cost plan has been received by StanCOG prior to submittal of the first invoice from the Sub-Recipient. Indirect cost rates shall be submitted annually in accordance with StanCOG requirements.
- f. Sub-Recipient will be notified within ten (10) business days following receipt of its invoice by StanCOG of any circumstances or data identified by StanCOG in Sub-Recipient's invoice that would cause withholding of approval and subsequent payment.

**10. Audit, Retention and Inspection of Records:**

- a. StanCOG or its designee, including but not limited to any State or Federal agency, will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code Sections 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500, et seq. (when applicable) and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7.
- b. Sub-Recipient agrees to provide StanCOG or its designee, the State, the California State Auditor or any duly authorized representative of the State or Federal government, with any relevant information requested and will permit StanCOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of

interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable Federal and State laws and regulations. Sub-Recipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the three (3) years after final payment under this Contract, all records must be retained by Sub-Recipient, its contractors and subcontractors until completion of the action and resolution of all issues which arise from it. Records related to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter.

- c. In addition to any other remedies available to StanCOG in law or equity for breach of this Agreement, StanCOG, may at its discretion, exercise a variety of remedies, including, but not limited to, requiring repayment of the Funds disbursed and expended under this Agreement.

**11. Third Party Contracts:**

- a. All procurements related to the expenditure of the Funds must be conducted using a fair and competitive procurement process. Sub-Recipient may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, HCD's REAP 2.0 Guidelines, and all applicable provisions of California law.
- b. Any contract entered into as a result of this MOU shall contain all the provisions stipulated in this MOU and shall be applicable to Sub-Recipient's contractors and subcontractors. Copies of all agreements with contractors and subcontractors shall be submitted to StanCOG's project manager.
- c. Sub-Recipient shall be responsible for monitoring and enforcement of all agreements with contractors and subcontractors to ensure compliance with the terms of this MOU.

**12. Assignment:**

Sub-Recipient shall not assign or subcontract its duties under this MOU. No subcontract, whether existing or later entered into as set forth herein, under any circumstances shall relieve the Sub-Recipient of its liability and obligation under this contract, and all transactions with StanCOG must be through the Sub-Recipient.

**13. Indemnity:**

Sub-Recipient specifically agrees to indemnify, defend, and hold harmless StanCOG, its directors, officers, members, boards, committees, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this

MOU. Sub-Recipient shall pay all costs and expenses that may be incurred by StanCOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this MOU.

**14. Amendments:**

If HCD, StanCOG or any other State agency having jurisdiction, requires a change to the terms of this MOU, the parties will amend this MOU as necessary, or will terminate it immediately. No alteration or variation of the terms of this MOU will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.

**15. Termination:**

- a. Either party may terminate this MOU for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. If either party issues a notice of termination, StanCOG will reimburse Sub-Recipient for work actually performed up to the effective date of the notice of termination.
- b. Sub-Recipient will have the right to terminate this MOU in the event StanCOG is unable to make required payments, including, without limitation, a failure of HCD to appropriate funds. StanCOG has the right to terminate this agreement should Sub-Recipient fail to perform the Scope of Work in a complete and timely manner or should Sub-Recipient fail to meet the Quarterly, Annual or other reporting requirements deemed necessary by StanCOG provided Sub-Recipient shall have thirty (30) calendar days in which to cure its reporting non-compliance.

This MOU may be executed in any number of counterparts with the same effect as if the parties had all signed the same document, and which together shall constitute one and the same instrument.

Each party agrees that this MOU and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this MOU or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this MOU has been executed by the parties hereto and shall be effective when executed by both parties.

**Stanislaus Council of Governments, a Joint  
Powers Agency**

By: \_\_\_\_\_

Interim Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Monica Streeter  
General Counsel

**City of Ceres**

By: \_\_\_\_\_

{Name}  
{Title of Authorized Signatory}

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

{Name}  
{Title of Authorized Legal Counsel}

**EXHIBIT A**  
FUNDING AGREEMENT BETWEEN HCD AND STANCOG

## STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev 04/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 17 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
22-REAP2-17578	1	

1. This Agreement is entered into between the State Agency and the Contractor named below:

## STATE AGENCY NAME

**Department of Housing and Community Development**

## CONTRACTOR NAME

**Stanislaus Council of Governments**

2. The term of this Agreement is:

START DATE  
06/19/2023THROUGH END DATE  
12/31/2026

3. The maximum amount of this Agreement after this Amendment is:

\$7,091,992.52

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment is to reduce the REAP 2.0 distribution amount by \$40 million to \$560 million, reduce the Metropolitan Planning Organization (MPO) allocation amount by \$30 million to \$480 million, reduce the maximum agreement amount by \$443,249.53 to \$7,091,992.52, extend the obligation date by three months from June 30, 2024 to September 30, 2024, and extend the final report due date by 6 months from June 30, 2026 to December 31, 2026. Exhibit A, Section 1 has been amended to reflect the reduced distribution and allocation amounts. Exhibit B has been amended in Section 2 to reflect the reduced grant amount, in Section 3 to reflect the extended obligation date, and to add Section 5. Exhibit D, Section 5 is updated to reflect the extended final report due date.

Exhibit A, Authority, Purpose, and Scope of Work, Exhibit B, Budget Detail and Payment Provisions, and Exhibit D, REAP2 Terms and Conditions are hereby deleted in their entirety and replaced with Exhibit A, Authority, Purpose, and Scope of Work Am. 1 (Rev. March 5, 2025), Exhibit B, Budget Detail and Payment Provisions Am. 1 (Rev. March 5, 2025), and Exhibit D, REAP2 Terms and Conditions Am 1. (Rev. March 5, 2025), attached hereto and made a part hereof.

*All other terms and conditions shall remain the same.*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

## CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

**Stanislaus Council of Governments**

CONTRACTOR BUSINESS ADDRESS 1111 I Street, Suite 308	CITY Modesto	STATE CA	ZIP 95354
PRINTED NAME OF PERSON SIGNING Rosa De Leon Park	TITLE Executive Director		
CONTRACTOR AUTHORIZED SIGNATURE <i>Rosa De Leon Park</i> B272FA0E65EA487...	DATE SIGNED 5/16/2025		

## STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

**Department of Housing and Community Development**

CONTRACTING AGENCY ADDRESS 651 Bannon Street Suite 400	CITY Sacramento	STATE CA	ZIP 95811
PRINTED NAME OF PERSON SIGNING Edona Evans	TITLE Contract Services Section Manager		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>Edona Evans</i>	DATE SIGNED 6/26/2025		
CALIFORNIA DEPARTMENT OF GENERAL SERVICE APPROVAL	EXEMPTION (If Applicable) Exempt per: SCM Vol. 1 4.04. A.3 (DGS memo date 06/12/1981)		

**EXHIBIT A**

**AUTHORITY, PURPOSE, AND SCOPE OF WORK**

**1. Authority**

The Regional Early Action Planning Grants Program of 2021 is established for the purpose of providing regions with one-time funding, including grants for transformative planning and implementation activities. Up to five hundred and sixty million dollars (\$560,000,000) shall be distributed under the Program in accordance with Chapter 3.15 of the Health and Safety Code (Statute). Of this amount, \$480,000,000 is available to Metropolitan Planning Organizations (MPOs). The California Department of Housing and Community Development (Department or HCD) shall administer the Program (referred to herein as the Regional Early Action Planning Grants Program of 2021, or “REAP 2.0”) to MPOs and other regional entities in accordance with the Statute and Guidelines, pursuant to Health and Safety Code section 50515.10(h).

Pursuant to Health and Safety Code Section 50515.08(c)(3), an MPO or regional entity may request up to 10 percent of its available funding in advance. This Standard Agreement (Agreement) authorizes the encumbrance of the total funds available to the applicant, including advance payment, subject to all statutory requirements and all applicable provisions, including but not limited to the Guidelines, approved advance and full applications and any subsequent modifications.

The Grantee shall consult with the Department on any amendment modification or other provision related to the implementation of the Program. The Department’s decisions related to the administration of the Program shall be final pursuant to Health and Safety Code section 50515.10(i).

**2. Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant for planning and implementation activities pursuant to the Guidelines and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, advance application and full application, as well as this Agreement, subsequent amendments or modifications to this Agreement and the requirements of the authority cited above. Based on all representations made by the Grantee, the State shall encumber the full amount

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**EXHIBIT A**

pursuant to the Guidelines and provide advance payment upon request and subsequent payments in accordance with Exhibit B. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds as described in Exhibit B.

**3. Definitions**

Terms herein shall have the same meaning as defined by the Guidelines and Statute.

**4. Scope of Work**

Grantee shall use the awarded funds in accordance with the approved scope of work as contained in the timeline and budget and related information outlined in the approved application for 10 percent advance payment and subsequent applications for total funding. The scope of work may be amended in compliance with statutory requirements subject to approval by the Department.

**5. Monitoring**

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Statute, Guidelines, Scope of Work, approved advanced application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be available for audit and inspection by the Department at any point during the term of the Agreement and subject to any amendments to this Agreement.
- B. The Department may request additional information, as needed, to demonstrate statutory compliance, satisfaction of program requirements and necessary amendments to this Agreement, including but not limited to reporting or audit requirements, implementing advance payment(s), or award amount to the Grantee.
- C. The Department may monitor expenditures and activities of the Grantee, as the Department deems necessary, to ensure compliance with statutory or Department requirements.

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**EXHIBIT A**

- D. The Department may, as it deems appropriate or necessary, request the repayment of funds from a Grantee or pursue any other remedies available to it by law for failure to comply with Program requirements pursuant to Health and Safety Code section 50515.10 (g).
- E. The Department's decision to approve or deny an application or request for funding pursuant to the program, and its determination of the amount of funding to be provided, shall be final pursuant to Health and Safety Code section 50515.10(i).
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this Agreement or subsequent amendments.

6. **Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be submitted under the penalty of perjury by email to [REAP2021@hcd.ca.gov](mailto:REAP2021@hcd.ca.gov).

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**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Application for Funds**

- A. The Department is entering into this Agreement on the basis of, and in reliance upon, facts, information, assertions and representations contained in any application or award or any subsequent modifications or additions to such thereto approved by the Department. All awarded applications for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in any approved application, award or approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

**2. Grant and Reimbursement Limit**

- A. The maximum total amount encumbered to the Grantee pursuant to this Agreement shall not exceed \$7,091,992.52.
- B. This Agreement authorizes an initial advance payment(s) up to 10% Award for eligible activities as described in the approved Advance Application.
- C. This Agreement authorizes advance payment and subsequent awards up to the total award amount as described in Section 2A of this Exhibit and is subject to Department approval.
- D. The Grantee shall submit and follow a schedule for the expenditure of the 10 percent advance and any subsequent award prior to disbursement of funds. The schedule is subject to Department approval and may be revised as the Department deems necessary.

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**EXHIBIT B**

**3. Grant Timelines**

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be obligated no later than September 30, 2024, and expended by June 30, 2026 pursuant to Health and Safety Code section 50515.10(e)(1).
- C. Final invoices must be submitted to the Department three months prior to the expenditure deadline. Under special circumstances, approved by the Department and in accordance with the expenditure deadline, the Department may modify the invoice deadline and may provide exception, including but not limited to, advance payment to carry out the terms of this Agreement.
- D. It is the responsibility of the Grantee to monitor the progress and timeliness of grant fund obligations, including invoicing and reimbursements within the specified dates.

**4. Allowable Uses of Grant Funds**

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Statute and Guidelines which includes associated forms and guidelines, approved applications and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the Department that involve planning and implementation activities in accordance with the Statute and Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project as described in the Guidelines.
- E. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to the Department to ensure subcontractor's performance of the subcontract shall comply with all the requirements of the

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**EXHIBIT B**

Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.

- F. After the Agreement has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables or paid in advance in accordance with the scope of work and subject to the terms and conditions of this Agreement.
- G. Eligible activities that are approved by the Department may be retroactively reimbursed to July 1, 2021.

5. **Availability of Funds**

- A. The Department's provision of funding to the Contractor pursuant to this Agreement is contingent on the continued availability of REAP 2.0 funds and continued state authorization for REAP 2.0 activities. The Department's provision of funding is subject to amendment or termination due to lack of funds or proper authorization. This Agreement is subject to written modification or termination, as necessary, by the Department in accordance with requirements contained in any future state legislation and/or regulations. All other modifications must be in written form and approved by both parties.
- B. If the Grantee has unexpended funds after June 30, 2026, the Department may, pursuant to its procedures, reallocate those funds in accordance with Health and Safety Code section 50515.10(f).

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**EXHIBIT D****REAP2 TERMS AND CONDITIONS****1. Accounting and Records**

- A. The Grantee, its employees, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment vouchers and invoices. Grantees may establish and maintain an accounting system and reports, as described above, on behalf of contractors and subcontractors.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required. As appropriate, Grantees must establish separate ledgers for State General funds and other funds associated with proposed uses not provided by the REAP 2.0 Program.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the Department or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.
- E. The Grantee agrees to maintain such records for a possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- F. Contractors and subcontractors employed by the Grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

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**EXHIBIT D**

**2. Invoicing**

- A. Grant funds cannot be disbursed until the Agreement has been fully executed.
- B. The Grantee will be responsible for compiling and submitting all invoices and reporting documents.
- C. The Grantee must bill the Department based on clear deliverables outlined in the Agreement or budget timeline. Generally, approved and eligible costs incurred for work after execution of the Agreement and completed during the grant term will be reimbursable. However, eligible activities conducted prior to award will be reimbursable to July 1, 2021. Approved and eligible costs incurred prior to July 1, 2021, are ineligible.
- D. Grantees who received advance funds shall expend all such funds or demonstrate substantial progress prior to requesting additional advanced funding by submitting an updated project timeline and budget, including expenditure progress for their eligible projects from the application and any supporting documentation.
- E. Project invoices may be submitted to the Department by the Grantee on a quarterly basis or upon completion of a deliverable, subject to the Department's approval.
- F. The Department may consider advance payments or alternative arrangements to reimbursement and payment methods based on demonstrated need. The Department may consider factors such as available funds for eligible activities. Suballocations must request funds in increments, schedule for advance payments or other form approved by the Department, and report progress according to an implementation and expenditure timetable.
- G. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
- H. Invoices must be accompanied by supporting documentation where appropriate. Invoices without supporting documentation will not be paid. The Department may withhold up to 10 percent of the grant until grant terms have been fulfilled, including all required reporting.

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Prep. Date: March 5, 2025

**EXHIBIT D**3. **Audits**

- A. At any time during the term of the Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The Department has the right to review project documents and conduct audits during project implementation and over the project life.
- B. The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
- C. The Grantee agrees to provide the Department, or the Department's designee, with any relevant information requested.
- D. The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, REAP 2.0 Guidelines, and the Agreement.
- E. The Department may request additional information, as needed, to meet other applicable audit requirements.
- F. The Department may monitor expenditures and activities of a Grantee or its designees, contractors or subcontractors, as the Department deems necessary, to ensure compliance with REAP requirements.
- G. Grantees using federal or state transportation planning funds administered through the Overall Work Program (OWP) shall clearly identify the source of funds.
- H. If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- I. The Grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to

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the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

- J. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee and its designees, contractors, and sub-contractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in an amount exceeding \$10,000, the Grantee shall include the Department's right to audit the contractor's records and interview their employees.
- K. The Grantee shall comply with and be aware of the requirements and penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

4. **Remedies and Non-performance**

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.
- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Agreement.
- D. The Department has the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to

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the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

- E. The applicant must demonstrate a clear and significant nexus to REAP 2.0 Program goals and objectives and must carry out provisions to meet the Program goals and objectives and other requirements, including, but not limited to, adoption or completion of activities toward Policy Outcomes and implementation of eligible use activities funded through a suballocation process. Any lack of action or action inconsistent with REAP 2.0 requirements may result in review and could be subject to repayment of the grant.
- F. At any time, if the Department finds the Grantee included false information in the advance or final application or as part of the application review, the Department may require the repayment of funds.
- G. Grantees are responsible for suballocations meeting all REAP 2.0 requirements.
- H. Examples of a breach of this Agreement:
  - 1) Grantee's failure to comply with any term or condition of this Agreement.
  - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
  - 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
- I. The Department may, as it deems appropriate or necessary, require the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with all REAP 2.0 Program requirements.
- J. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:
  - 1) Revoke existing REAP 2.0 award(s) to the Grantee;
  - 2) Require the return of unexpended REAP 2.0 funds disbursed under this Agreement;

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- 3) Require repayment of REAP 2.0 Funds disbursed and expended under this agreement;
- 4) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the REAP 2.0 Program requirements; and
- 5) Other remedies available at law, by and through this Agreement. All remedies available to the Department are cumulative and not exclusive.
- 6) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

K. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

5. **Reporting**

- A. At any time during the term of the Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Agreement with emphasis on eligible activities, eligible uses, and expenditures according to timelines and budgets referenced in the Agreement.
- B. Grantees shall submit a report, in the form and manner prescribed by the Department, to be made publicly available on its website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:
  - 1) The status of the Proposed Uses and expenditures listed in the Grantee's advance and full applications for funding and progress of each Proposed Use toward all the objectives of the REAP 2.0 program as provided in the Guidelines and explained in the applications.
  - 2) An explanation and quantification, where appropriate, of the progress achieved toward all of the objectives of the REAP 2.0 program, barriers and solutions for each Proposed Use that is consistent with and incorporates the metrics in the full application, including, but not limited to:
    - a) Housing units accelerated,
    - b) Reductions in Vehicle Miles Traveled Per Capita,
    - c) Location of investment,
    - d) Socioeconomic statistics about the impacted geography, and

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e) Regional impact explanation

The report must identify whether Proposed Uses overlap with other programs that share the same objectives as REAP 2.0. The Grantee should also identify any measurement challenges that persist and highlight any administrative barriers that prevent it from obtaining the information it needs to perform better analysis of progress made achieving REAP 2.0 Objectives and make adjustments to the extent possible in subsequent reporting years.

- 3) All status and impact reports shall be categorized based on the eligible uses specified in Section 50515.08 of the Statute.
- C. Grantees shall post, make available, and update, as appropriate on its internet website, land use maps and Vehicle Miles Traveled generation maps produced in the development of its adopted SCS, as applicable.
- D. Grantees shall collaborate and share progress, templates, and best practices with the Department and fellow recipients in implementation of funds. To the greatest extent practicable, Grantees shall coordinate with other Eligible Entities in the development of applications, consider potential for joint activities, and seek to coordinate Housing and transportation planning across regions.
- E. Upon completion of all deliverables within the Agreement, the Grantee shall submit a close out report in a manner and form prescribed by the Department.
  - 1) Grantee may include a line item for advance payment or reimbursement, as part of its administrative costs, for its final report that is due by December 31, 2026. Funding requests for final reports must be submitted no later than March 31, 2026.

6. **Indemnification**

Neither the Department nor any officer, employee or designee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement, Guidelines or Statute. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious,

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contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this Agreement, Guidelines or Statute.

**7. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

**8. Relationship of Parties**

It is expressly understood that this Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

**9. Third Party Contracts**

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

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**10. Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the REAP 2.0 Program.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

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**11. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or legal action undertaken by or against it, which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or legal action consistent with the terms of this Agreement and the interests of the Department.

**12. Changes in Terms/Amendments**

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

**13. State-Owned Data**

A. Definitions

1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and deliverables conceived or made or, hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement, are considered Work Product. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor

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and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

B. Sharing of Work Product and Rights

All Work Product shall be shared with the Department and its partners for various purposes, including education, outreach, transparency and future learning.

14. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

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**EXHIBIT B**

**NOTICE OF FUNDING AVAILABILITY AND FINAL GUIDELINES – METROPOLITAN  
PLANNING ORGANIZATION ALLOCATION REGIONAL EARLY ACTION PLANNING  
GRANT (REAP 2.0)**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT****DIVISION OF POLICY DEVELOPMENT**

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July 26, 2022

**MEMORANDUM FOR:** All Metropolitan Planning Organizations

**FROM:** Megan Kirkeby, Deputy Director Division of Housing Policy Development

**SUBJECT:** **Notice of Funding Availability and Final Guidelines –  
Metropolitan Planning Organization Allocation  
Regional Early Action Planning Grant (REAP 2.0)**

The California Department of Housing and Community Development (HCD), in collaboration with the Office of Planning and Research (OPR), the Strategic Growth Council (SGC), and the State Air Resources Board (CARB), is pleased to release this Notice of Funding Availability (NOFA) for approximately \$510,000,000 for the Regional Early Action Planning Grant Program of 2021 (REAP 2.0). The principal goal of REAP 2.0 is to make funding available to Metropolitan Planning Organizations (MPOs) and other regional entities for Transformative Planning and Implementation Activities that meet Housing and equity goals, reduce Vehicle Miles Traveled (VMT) Per Capita, and advance implementation of the region's Sustainable Communities Strategy (SCS) or Alternative Planning Strategy, as applicable.

REAP 2.0 funding will be released in three separate allocations: (1) MPO Direct Allocation, (2) Tribal and Rural Allocation and (3) Higher Impact Transformative Allocation. This Notice of Funding Availability (NOFA) of approximately \$510,000,000 addresses the (1) MPO Direct Allocation and is released concurrently with the (2) Tribal and Rural Allocation NOFA. The (3) Higher Impact Transformative Allocation NOFA is anticipated at a later time in 2022. The following Guidelines address allocations for the MPO Direct Allocation and are made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.15 of Health and Safety Code (Sections 50515.06 to 50515.10) (Chapter 111, Statutes of 2021).

In order to be eligible for grant funding, the applicant must submit a copy by email to: [REAP2021@hcd.ca.gov](mailto:REAP2021@hcd.ca.gov). For the (1) MPO Direct Allocations, applications will be accepted on an Over-the-Counter (OTC) basis as of the date of this NOFA through December 31, 2022. The Department encourages early applications.

REAP 2.0 applications, forms, and instructions are available on the Department's website on the [REAP webpage](#). If you have questions regarding this NOFA, please email the Department at [REAP2021@hcd.ca.gov](mailto:REAP2021@hcd.ca.gov). For future notifications, please use the Department's email notification sign up at [Subscribe \(ca.gov\)](#).

# Regional Early Action Planning Grants of 2021 (REAP 2.0)

Final Guidelines for Metropolitan Planning Organizations

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**State of California  
Governor Gavin Newsom**



CALIFORNIA  
STRATEGIC  
GROWTH  
COUNCIL



July 2022

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/reap2.shtml>

Email: [REAP2021@hcd.ca.gov](mailto:REAP2021@hcd.ca.gov)

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## Section 100: Introduction

The REAP 2.0 Program is funded in the amount of \$600 million from the State General Fund. The Regional Early Action Planning Grants of 2021 will be administered by the California Department of Housing and Community Development (HCD) (Department), in collaboration with the Governor's Office of Planning and Research (OPR), the Strategic Growth Council (SGC), and the California Air Resources Board (CARB). (Referred hereafter collectively as "State Collaborative Partners".)

A majority of the funds (85 percent) will be allocated directly to the state's Metropolitan Planning Organizations (MPOs). The remaining funds are split into a set aside for non-MPO regions for smaller counties and Tribal Entities, as well as a Higher Impact Transformative Allocation for all Eligible Entities.

## Section 101: REAP 2.0 Program Background

California is committed to a future where we all have the option to live closer to our jobs, services, and daily destinations. We can achieve this future through more Housing options and affordability in nearby neighborhoods, which includes transportation options so we can walk our kids to school, ride our bikes to work, or take transit. REAP 2.0 is a key part of the state's strategic investments toward this more sustainable, resilient, and inclusive future for people in all areas of the state.

REAP 2.0 builds on the success of 2019's REAP program but expands the focus by integrating Housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support future Housing development. REAP 2.0 is explicitly intended to meet multiple objectives – Infill development, Housing for all incomes, Vehicle Miles Traveled (VMT) reduction, and Affirmatively Furthering Fair Housing (AFFH) in ways that lead to transformative Policy Outcomes and accelerate the implementation of regional and local plans to achieve these goals.

REAP 2.0 provides funds to regional governments to accelerate Housing production and facilitate compliance with the 6<sup>th</sup> cycle of the Housing Element, including Regional Housing Needs Assessment. In addition, REAP 2.0 is specifically designed to provide MPOs and other Eligible Entities with tools and resources to help implement and advance plans, primarily by furthering the Sustainable Communities Strategies (SCS) adopted as part of Regional Transportation Plans to pursue greenhouse gas emission reduction targets through land use and transportation strategies.

## Section 102: Scope and Authority

These Guidelines are authorized pursuant to Chapter 3.15 of Health and Safety Code sections 50515.06 to 50515.10 and implements, interprets, and makes statute specific for purposes of implementing REAP 2.0. These Guidelines establish terms, conditions, forms, procedures, and other mechanisms as the Department deems necessary to exercise the powers and perform the duties conferred by Chapter 3.15.

The matters set forth herein are regulatory mandates, and are adopted in accordance with the authorities set forth below:

Quasi-legislative regulations ... have the dignity of statutes ... [and]... delegation of legislative authority includes the power to elaborate the meaning of key statutory terms...

*Ramirez v. Yosemite Water Co.*, 20 Cal. 4th 785, 800 (1999).

Further, the Department and State Collaborative Partners may implement REAP 2.0 through the issuance of forms, guidelines, and one or more NOFAs, as the Department deems necessary, to exercise the powers and perform the duties conferred on it by this Chapter 3.15 of Health and Safety Code. Any forms, guidelines, and NOFAs adopted pursuant to this section 50515.10 are specifically exempted from the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with section 11340) of Part 1 of Division 3 of Title 2 of the Gov. Code). (Health and Safety Code section 50515.10, (h).)

The Department reserves the right, at its sole discretion, to suspend or amend the provisions of these Guidelines in collaboration with the State Collaborative Partners, including, but not limited to, grant award amounts.

## **Section 200: REAP 2.0 Goals, Objectives, Threshold Requirements and Eligible Uses**

### **Section 201: REAP 2.0 Goals**

REAP 2.0 goals include:

(A) Invest in Housing, planning, and Infill Housing-supportive infrastructure across the entire state in a manner that reduces VMT, increases Housing affordability, and advances equity, consistent with all of the following:

1. Advancing the State Planning Priorities, as described in Section 65041.1 of the Government Code;
2. Affirmatively Furthering Fair Housing pursuant to Section 8899.50 of the Government Code;
3. Facilitating Housing Element compliance and progress for the sixth cycle Regional Housing Needs Assessment pursuant to Section 65302 of the Government Code prepared in accordance with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code; and,
4. Advancing and implementing the region's SCS, as described in paragraph (2) of subdivision (b) of Section 65080 of the Government Code, or Alternative Planning Strategy, as described in paragraph (2) of subdivision (b) of Section 65080 of the Government Code, as applicable to achieve climate goals.

### **Section 202: REAP 2.0 Objectives**

REAP 2.0 Objectives include:

(A) Accelerating Infill Development that Facilitates Housing Supply, Choice, and Affordability

(B) Affirmatively Furthering Fair Housing

(C) Reducing Vehicle Miles Traveled

(A) Accelerating Infill Development that Facilitates Housing Supply, Choice, and Affordability

1. Accelerating Infill development near jobs and other key destinations to support increasing Housing choices and affordability that effectively reduce VMT and greenhouse gas emissions.
2. Eligible Entities must describe how Proposed Uses prioritize development that increases Housing choice and affordability at Infill sites. Proposed Uses must have Housing affordability components that serve Low- and Moderate-income Households.
3. Affordable Housing development programs – which may involve predevelopment costs (e.g., studies, land acquisition, entitlements), large expenditures and capital investments – are eligible uses if the programs accelerate the supply of long-term Affordable Housing for Lower and moderate-

income Households and commit to development within a reasonable time frame (e.g., within 5 years of the expenditure deadline).

**(B) Affirmatively Furthering Fair Housing (AFFH)**

1. Proposed Uses must combat discrimination, overcome patterns of segregation, and foster equitable and inclusive communities.
2. Proposed Uses must include meaningful actions, that taken together, address significant disparities in Housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, and transforming racially and ethnically concentrated areas of poverty into areas of opportunity pursuant to Government Code section 8899.50.
3. Proposed Uses must support regional and local efforts that work towards ensuring all people have full and equal access to opportunities enabling them to lead healthy lives.
4. Actions to Affirmatively Further Fair Housing may include, but are not limited to:
  - i. Enhancing Housing mobility strategies that remove barriers to Housing, Housing-supportive infrastructure, and transportation in areas of opportunity.
  - ii. Encouraging development of new Affordable Housing in high resource areas by promoting Housing, infrastructure, increased transportation options, and affordability in areas of high opportunity and outside of areas of concentrated poverty.
  - iii. Improving place-based strategies to encourage community revitalization. This includes preservation of existing Affordable Housing that involves approaches focused on conserving and improving assets in areas of lower-opportunity and concentrated poverty, such as: targeting investments in neighborhood revitalization, preserving or rehabilitating existing Affordable Housing, improving infrastructure, schools, employment, parks, transportation, and other community amenities.
  - iv. Protecting existing residents from displacement and preserving Housing choices and affordability in areas of lower- or moderate-opportunity and concentrated poverty.
5. Eligible Entities are required to consider AFFH principles and equity in all Proposed Uses. Any Proposed Uses that may have a negative impact on AFFH objectives must have appropriate mitigation efforts. Recipients shall take no action that is materially inconsistent with AFFH.
6. Eligible Entities are required to pursue geographic equity in how the application(s) disburse funding across the region.
7. Eligible Entities shall target funding to benefit Disadvantaged and Historically Underserved Communities.
8. Suballocations must address local, unique equity priorities.

**(C) Reducing Vehicle Miles Traveled**

1. The REAP 2.0 Program provides for investments to support Housing planning and production in Infill areas that reduce VMT towards helping the state meet multiple goals. Eligible Entities must explain how each Proposed Use promotes development and aligns Housing production in Infill locations consistent with the state's climate targets and goals discussed in the [California Climate Change Scoping Plan](#).
2. Proposed Uses shall focus on the VMT-reducing elements of the SCS, as

applicable, to achieve and maintain the region's greenhouse gas emission reduction targets by supporting or implementing action-oriented plans, policies, and investment strategies broadly described as:

- i. Land Use Planning, Policies, and Investment Strategies: Encourage Infill development that facilitates Housing supply, choice, and affordability and is serviced by existing and planned expansions of a multimodal transportation system.
- ii. Transportation Planning, Policies, and Investment Strategies: Increase travel options to homes, jobs, services, and other key destinations that provide, support, or enhance Multimodal Communities and reduce the number or length of vehicle trips.
3. Eligible Entities are encouraged to pursue uses that support new Housing development and shift travel away from driving by implementing or supporting pedestrian, bicycle, transit, and other alternative transportation programs.

## **Section 203: Threshold Requirements**

### **(A) Significant Beneficial Impact**

1. Applicants must demonstrate that each Proposed Use advances all REAP 2.0 Program goals and objectives, meets the definition of a Transformative Planning and Implementation Activity, and provides a significant beneficial impact.
2. Significant beneficial impacts must lead to substantial changes in land use patterns and travel behaviors. In demonstrating significant beneficial impacts, applicants may consider rates of change (e.g., percent increase over a baseline), the magnitude of impact relative to variables or targets, the proportion of need achieved, and the impact relative to past trends, policies, and practices. Variables or targets may include but are not limited to benefitting households by income group; Regional Housing Needs Assessment; Housing units (new construction, preservation/conservation, and rehabilitation); density; infrastructure; infrastructure capacity and accessibility; public space; community amenities; investments; Vehicle Miles Traveled reduction goals or targets; regional or local equity policies and programs included in an adopted RTP/SCS; and GHG reduction goals or targets.
3. Applicants must explain how each Proposed Use demonstrates a nexus to all REAP 2.0 objectives through Policy Outcomes, provide a reasonable and verifiable methodology, and utilize forms in a manner prescribed by the Department and State Collaborative Partners.
4. Proposed Uses may combine eligible uses. Combined eligible uses must demonstrate a reasonable relationship to each other, including timing and completion.
5. Proposed Uses may combine eligible uses with other non-REAP 2.0 efforts including planning and implementation (e.g., other funding sources). Proposed Uses that combine eligible uses with non-REAP 2.0 efforts must demonstrate a reasonable relationship to each other, including timing and completion.

6. Where instructed, applicants must provide clear evidence that demonstrates a nexus between each Proposed Use and REAP 2.0 objectives, utilizing numeric metrics, targets, outputs, or other units of measurement that can be measured and evaluated as described by these Guidelines (See Attachment 4: Examples of Units of Measurement). Applicants may propose other units of measurement in consultation with the Department and State Collaborative Partners; such other measurements may be subject to a greater level of scrutiny.

**(B) Equitable Targeted Outreach**

1. Eligible Entities must conduct community and stakeholder outreach as part of the development of their application for funds.
2. Eligible Entities must use outreach to develop priorities, Proposed Uses, funding amounts, the appropriate blend of planning and implementation, the amount retained by the Eligible Entity versus suballocations, and various other program components.
3. Outreach must proactively employ a variety of methods. Eligible Entities must conduct, and must document, targeted outreach to Disadvantaged and Historically Underserved Communities, including Tribal Entities.
4. Eligible Entities shall explain how outreach was incorporated into the application and explain how the Proposed Uses reflect the input received. Eligible Entities are encouraged to provide responses to stakeholder and public input to provide for transparency and demonstrate how input was incorporated into planning and implementation activities.
5. Eligible Entities must use a variety of methods to reach individuals and organizations representing pertinent interests such as Housing, transportation, infrastructure, climate change, Infill development and equity. Methods may consider community-based surveys and participatory research, advisory or shared decision-making bodies, interviews, focus groups, community and stakeholder meetings, public and quasi-public meetings, community benefit agreements, and committees with representatives of pertinent special interests and neighborhoods.
6. Eligible Entities must make drafts of proposed approaches available to the public with sufficient time (e.g., at least 21 days) to comment.
7. Eligible Entities must conduct outreach throughout the program development and implementation process. This includes outreach in advance of developing Proposed Uses and approaches, in the early stages of program development, throughout program development, and during program implementation.
8. Eligible Entities must employ outreach that is unique to the REAP 2.0 Program. Eligible Entities may utilize closely related outreach efforts but must not solely rely on those efforts.
9. Outreach methods must consider language access and other potential barriers to providing input.
10. Outreach may include coordination with Eligible Entities (including Tribal Entities) within the same region or in other regions. Eligible Entities may wish to consider the potential for joint activities and the coordination of Housing and transportation planning across regions.

11. Outreach must include effective and meaningful methods to gather and consider input and partnership with Tribal Entities. Methods must demonstrate a diligent effort to consult with Tribal Entities. Examples include acknowledgement of outreach, demonstration of consultation and incorporation of Tribal interest in priority setting and Proposed Uses.

## **Section 204: Eligible Uses**

(A) Activities generally may include:

1. Technical assistance, planning, staffing, consultant needs (program-related),
2. Administration costs (see 204(J)),
3. Outreach and engagement activities (see 204(I)),
4. Eligible uses described in 204(E) that meet one or more of the following categories of allowable uses:
  - i. Accelerating Infill Development that facilitates Housing supply, choice, and affordability through various planning programs, services, or Capital Expenditures
  - ii. Realizing Multimodal Communities through programs, plans, and implementation actions
  - iii. Shifting travel behavior by reducing driving through programs, ordinances, funds, and other mechanisms, and
  - iv. Increasing transit ridership through funding, implementation actions, and planning

(B) In consultation with the Department and the State Collaborative Partners, applicants may determine the blend of planning and implementation activities, but there should generally be a greater emphasis on implementation activities. The blend of planning and implementation may consider the extent to which planning needs remain in the region after other local, state, and federal planning investments including but not limited to REAP 1.0, SB 2 Planning Grants, LEAP, SB 1 Sustainable Communities Grants and Homeless Housing, Assistance and Prevention (HHAP) Local Homelessness Actions plans. The blend of planning and implementation may also consider Housing and infrastructure needs of the communities and overall region, consideration of outreach and priority setting, including to disadvantaged communities, overall impact of proposed projects on Housing production and VMT reduction, advancing the implementation of VMT-reducing elements of the SCS or Alternative Planning Strategy, and AFFH. Applicants that dedicate at least 70% of funding to implementation activities are generally not subject to consultation with the Department and State Collaborative Partners regarding the blend of planning and implementation activities.

(C) The collection of eligible uses in the application should be integrated wherever possible and should lead to greater impact when implemented together.

(D) Eligible uses may be coupled with other verifiable and related activities being undertaken that will be completed by the applicant or in coordination with other entities as demonstrated by a formal written agreement or other documentation (e.g., resolution) to the satisfaction of the Department

(E) Eligible uses could include but are not limited to:

1. Accelerating Infill Development that facilitates Housing supply, choice, and affordability:
  - a. Affordable Housing development programs – which may involve predevelopment costs (e.g., studies, land acquisition and entitlements), large expenditures and capital investments – are eligible uses if the programs accelerate the supply of long-term Affordable Housing for Lower-Income and Moderate-Income Households in Infill areas, remove barriers to encourage development and commit to development within a reasonable time frame (e.g., within 5 years of the expenditure deadline). Affordable Housing developments can include mixed-uses (e.g., a minimum of 65 percent total floor area is residential use), and Affordable Housing units that are part of mixed income development programs.
  - b. Rezoning and guiding development by updating planning documents, development standards, and zoning ordinances, including general plans, community plans, specific plans, SCS, and local coastal programs. All uses that include the creation of planning documents must be accompanied by a commitment to adopt by the expenditure deadline.
  - c. Revamping local planning processes to accelerate Infill development that facilitates Housing supply, choice, and affordability.
  - d. Completing environmental clearance to eliminate the need for project-specific review for Infill development that facilitates Housing supply, choice, and affordability.
  - e. Establishing and funding an Affordable Housing catalyst fund, trust fund, or revolving loan fund for location efficient projects.
  - f. Performing infrastructure planning and investing in upgrading infrastructure, including for sewers, water systems, transit, active transportation, or other public facilities necessary to enable reduction in Per Capita VMT and accelerate Infill development that facilitates Housing supply, choice, and affordability.
2. Realizing Multimodal Communities:
  - a. Establishing and implementing a vision-zero policy and program, a safety plan, and a slow streets program.
  - b. Developing bicycle and pedestrian infrastructure plans and other multimodal plans or policies.
  - c. Investing in infrastructure projects and other programs to expand active transportation and implement bicycle or pedestrian plans.
  - d. Producing multimodal corridor studies associated with developing specific planning documents or implementation actions.
3. Shifting travel behavior through reducing driving:
  - a. Studying roadway pricing feasibility and implementing road pricing programs.
  - b. Funding the establishment of a local VMT impact fee or catalyzing a regional VMT mitigation bank (seed funding for mitigation is ineligible).
  - c. Funding and implementing parking and transportation demand management programs or ordinances.
  - d. Accelerating Infill Housing production near jobs, transit, and

resources.

4. Increasing transit ridership:
  - a. Funding and implementing actions to establish more seamless regional transit systems between and across communities, including establishing common fares systems, sync transit routing systems and schedules, service design, and wayfinding to connect residential neighborhoods with employment centers and other key destinations.
  - b. Developing and implementing multimodal access plans to and from transit facilities.
  - c. Planning for additional Housing near transit. All uses that include the creation of planning documents must be accompanied by a commitment to adopt by the expenditure deadline.
- (G) Eligible activities under technical assistance may be broadly construed but must demonstrate a clear and significant nexus to all REAP 2.0 objectives.
- (H) Eligible activities must have a significant geographic or region-wide benefit and are not intended to fund projects that are relatively small in scope.
- (I) Outreach and engagement activities are eligible as priority setting and components of other Proposed Uses. Program outreach shall not be a stand-alone Proposed Use.
- (J) Recipients shall use no more than 5 percent of the allocation(s) for costs related to the administration of the activity(ies) for which the allocation(s) were made. Staff and overhead costs directly related to carrying out Proposed Uses are not administrative costs.
- (K) Tribal Entities or Tribal Governments, as applicable, may propose eligible uses on all types of Tribal lands (e.g., Fee land within Reservation or Rancheria, land held in trust by the Bureau of Indian Affairs, Fee land outside Reservation or Rancheria, etc.) as long as site control is demonstrated.
- (L) All Proposed Uses must AFFH.

## **Section 205: Ineligible Uses**

- (A) Ineligible uses are uses inconsistent with REAP 2.0 goals and objectives.
- (B) Ineligible uses apply to suballocations.
- (C) Ineligible uses include but are not limited to:
  1. Roadway or highway capacity increases
  2. Advocacy work (direct lobbying for specific bills or local propositions)
  3. Bonus payments of any kind
  4. Ceremonial expenses
  5. Commission fees
  6. Real estate brokerage fees or expenses
  7. Services, materials, or equipment obtained under any other state program
  8. Stewardship of legal defense funds
  9. General meetings that do not specifically discuss or advance implementation of awarded REAP 2.0 funds
  10. Using funds for mitigation activities already mandated by local or state governing bodies or agencies
  11. Ongoing expenses (e.g., routine maintenance or operations of transportation infrastructure associated with transit service expansion)
  12. Costs associated with automobile or motorcycle parking (excluding EV

charging infrastructure). Proposed Uses with a surface parking component are not eligible.

13. Costs associated with infrastructure related to fossil fuels, including connections to natural gas infrastructure
14. Costs associated with ongoing provisions of internet service
15. In lieu fees for local inclusionary Housing programs
16. Updates to the RTP
17. Organizational membership fees
18. Street construction or repair to benefit vehicular traffic

(D) Other items unrelated to the REAP 2.0 Program or application.

## **Section 300: Applicant and Application Provisions**

### **Section 301: Application Requirements and Contents**

(A) Until December 31, 2022, or as otherwise prescribed, an Eligible Entity may request an allocation of funds by submitting an application, in the form and manner prescribed by the Department, and developed with the Department and State Collaborative Partners, that includes all of the following information:

1. An identification of priorities set by outreach that reflects REAP 2.0 goals and objectives and considers all of the following:
  - i. Inter- and intra-regional coordination,
  - ii. Geographic equity,
  - iii. Appropriate blends of planning and implementation activities,
  - iv. Amount retained by the Eligible Entity versus suballocations,
  - v. Eligible uses (e.g., technical assistance and other activities, Accelerating Infill Development that facilitates Housing supply, choice, and affordability), and
  - vi. The goals of suballocations in a manner that addresses the unique needs of the region related to Housing, land use, transportation, climate change, equity, and other planning priorities.
2. An allocation budget for the funds;
3. The amounts retained by the Eligible Entity and any suballocations;
4. An explanation of how the Proposed Uses will meet the definition of Transformative Planning and Implementation Activities and, as applicable, constitute high-impact and innovative projects;
5. An explanation of how the Proposed Uses will implement and achieve Housing goals that also result in Per Capita VMT reductions in furtherance of the region's SCS or Alternative Planning Strategy, as applicable;
6. Sufficient evidence that demonstrates a nexus between a Proposed Use and meeting all REAP 2.0 goals and objectives.
7. An explanation of how each Proposed Use has a significant geographic or region-wide benefit for Disadvantaged and Historically Underserved Communities.
8. An explanation of how each Proposed Use focuses implementation in areas that satisfy an applicable definition of Infill development (See Attachment 2: Definitions).
9. The application shall reference one or more of the following categories of allowable uses of the funds:

- i. Accelerating Infill Development that facilitates Housing supply, choice, and affordability.
- ii. Supporting residents through realizing Multimodal Communities.
- iii. Reducing driving through shifting travel behavior.
- iv. Increasing transit ridership.

10. An explanation of the targeted outreach the MPO has conducted to Disadvantaged and Historically Underserved Communities and how that outreach was incorporated into the Proposed Uses; and

11. An explanation of how Proposed Uses will advance equity by benefiting Disadvantaged and Historically Underserved Communities.

12. The link to the applicant's webpage where land use maps and Vehicle Miles Traveled generation maps, produced in the development of its adopted SCS are publicly available.

(B) The Department and State Collaborative Partners may request additional information and documentation as appropriate.

(C) The Department and State Collaborative Partners may consult with and gather relevant information from any individual, entity, or public agency.

## **Section 302: Application Submittal**

(A) An applicant must submit a complete and signed application under the penalty of perjury by email to [REAP2021@hcd.ca.gov](mailto:REAP2021@hcd.ca.gov).

(B) Applications must be on Department forms and cannot be altered or modified by the applicant. REAP 2.0 applications and forms are available on the [Department's website](#).

(C) The Department and State Collaborative Partners encourage early applications and will accept applications up to the date noted in this Notice of Funding Availability.

## **Section 400: Metropolitan Planning Organization Allocation**

### **Section 401: Eligible Applicants**

(A) Eligible applicants are limited to MPOs and Councils of Governments (COGs) listed in Health and Safety Code section 50515.08, subdivision (a), paragraphs (1) to (6). These include: the Metropolitan Transportation Commission, the Sacramento Area Council of Governments, the San Diego Association of Governments, the Southern California Association of Governments, the Association of Monterey Bay Area Governments, the San Luis Obispo Council of Governments, the Santa Barbara County Association of Governments, the Fresno Council of Governments, the Kern Council of Governments, the Kings County Association of Governments, the Madera County Transportation Commission, the Merced County Association of Governments, the San Joaquin Council of Governments, the Stanislaus Council of Governments, the Tulare County Association of Governments, the Butte County Association of Governments, Shasta Regional Transportation Agency, and the Tahoe Regional Planning Agency.

(B) Eligible applicants that are COGs may include a single or multicounty Council of

Governments.

(C) Eligible applicants may partner through legally binding agreements with other forms of governments or entities where the proposal will have a direct effect on land-use, transportation, or development within areas of influence of the eligible applicant. This includes, but is not limited to, partnerships with other localities, regional governments, Housing authorities, school districts, special districts, community-based organizations, Tribal Entities or any duly constituted governing body of an Indian Reservation or Rancheria. Applicants forming partnerships must submit separate, completed, and signed application packages, including resolutions and a copy of the signed agreement between partners. Applicant partners may not submit an application on behalf of the eligible applicant.

### **Section 402: Award Amounts**

(A) The maximum amount that an eligible applicant may receive shall be based on the most recent Department of Finance P-2A County Population Projections as of July 1, 2021.

(B) Amounts shall be calculated based on aggregate 2030 projected population per each eligible applicant as a percentage of projected 2030 statewide population. See Attachment 3.

(C) Of the funds available, the amounts for each applicant will be determined according to population-based proportions as described under 402(B).

### **Section 403: Advance Allocation**

(A) On or after January 1, 2022, an Eligible Entity may request up to 10 percent of funding available in advance of their full application.

(B) Any proposed activity for the advanced funding must be used to develop and accelerate implementation of the full application. While funding to accelerate implementation of the full application may be requested, requests to begin program implementation will be subject to scrutiny of full application review standards and require consultation with the Department and State Collaborative Partners.

(C) Advanced funding allocations must be used to assist in the evaluation of priorities and potential uses in compliance with REAP 2.0 goals and objectives.

(D) Advanced funding requests for outreach must target efforts in Disadvantaged and Historically Underserved Communities.

(E) A funding request may include, but is not limited to, administration (5 percent cap), program development, initial priority setting, targeted outreach to Disadvantaged and Historically Underserved Communities, education and outreach and inter-regional engagement in the development of the full application.

(F) The Department shall award requested funds in an expeditious manner after receiving the request.

(G) To receive an advance allocation, applicants must submit an application, resolution, and invoice.

(H) Applicants may submit a request for an advance under this section at any time during the application period ending December 31, 2022, prior to a full application. However, a full application must be received by December 31, 2022.

(I) Applicants who received an advance allocation may be required to demonstrate

progress in carrying out advance activities according to an agreed upon timetable prior to being awarded the full application amount. While this progress must be demonstrated prior to an award for the balance of funds, the advanced funds do not need to be completely expended prior to applying for and being awarded the remainder of the REAP 2.0 funds.

## **Section 404: Application Review**

- (A) The MPO Direct Allocation will not utilize a competitive process to award funds.
- (B) Funds will be available to eligible applicants on a rolling OTC basis beginning on the date of this NOFA and ending December 31, 2022.
- (C) An application form will be available upon release of the NOFA and will include forms to demonstrate eligibility requirements are met such as, among other forms, a resolution, a proposed budget, a proposed timeline table, and self-certified attachments demonstrating compliance with threshold requirements.
- (D) The Department and State Collaborative Partners shall review each application in an expeditious manner.
- (E) Applications will first be reviewed for, among other things, completeness, accuracy and threshold and eligibility requirements.
- (F) An application must contain requested information and supporting documentation where appropriate.
- (G) All applications must meet the threshold and eligible use requirements as specified in these Guidelines.
- (H) If the application is ineligible, it will not be considered for funding, but may be amended and resubmitted.
- (I) The Department may request additional information to complete and approve the application for funding.
- (J) Applications recommended for funding are subject to conditions specified by the Department and State Collaborative Partners.
- (K) All applicants not meeting the eligibility requirements will be informed in an expeditious manner.
- (L) Successful applicants will receive an award letter from the Department and will be awarded funds. Applicants will enter into a Standard Agreement for distribution of funds. The Standard Agreement process will specify, among other things, the amount of funds granted, suballocation amounts, timeline for expenditure of funds, and the approved uses of funds by suballocation.

## **Section 405: Evaluation of Applications**

- (A) The Department and State Collaborative Partners review applications to determine whether Proposed Uses and suballocations are distributed in a manner that satisfies all REAP 2.0 requirements, as applicable, and appropriately address an applicant's unique Housing, land use, transportation, climate change, equity, and other planning priorities consistent with REAP 2.0 goals and objectives.
- (B) The Department's and State Collaborative Partners' review of an application includes analyzing how each Proposed Use conforms with the REAP 2.0 and relevant funding source requirements.
- (C) The Department and State Collaborative Partners will review applicants' explanations of how each Proposed Use will meet the definition of Transformative Planning and Implementation Activity and how each Proposed Use will implement

and achieve Housing goals that also result in a reduction of VMT in furtherance of the region's SCS or Alternative Planning Strategy, as applicable. In addition, the Department and State Collaborative Partners will review any application's explanation of how each Proposed Use has a geographic or region-wide benefit for Disadvantaged and Historically Underserved Communities, and focuses implementation in areas that satisfy an applicable definition of Infill development.

(D) The Department and State Collaborative Partners require that applicants provide sufficient evidence that demonstrates a nexus between a Proposed Use and meeting all REAP 2.0 goals and objectives.

(E) Applications must explain how Proposed Uses meet all Program Objectives. Each Proposed Use should be discussed in terms that enable the Department and State Collaborative Partners to assess how the Proposed Use, when implemented, furthers the following (See Attachments 4 for supplemental guidance and materials):

1. Infill Development that Facilitates Housing Supply, Choice, and Affordability: Applicants should discuss the following:
  - i. The Proposed Use's impact on Housing supply, choice, and affordability
  - ii. The Proposed Use located or implemented within Infill areas.
  - iii. The Proposed Use can be measured by, but is not limited to:
    - a. Number of Housing units (total, type, affordable, and per acre),
    - b. Capital investments to support Housing development,
    - c. Mix of Housing unit types or sizes,
    - d. Increasing land use intensities,
    - e. Count of sites developable for future Housing, and/or
    - f. Number of new Housing units supported or provided by the Proposed Use
  - iv. Some examples of a Proposed Use include, but are not limited to:
    - a. Affordable Housing development programs
    - b. Planning activities that lead to increased residential and/or mixed-use zoned capacity in areas identified as infill
    - c. Program-level environmental clearance
    - d. Upgrading infrastructure for sewer, water, and dry utility systems
2. Affirmatively Furthering Fair Housing (AFFH): Applicants should discuss the following:
  - i. The Proposed Use will be located or implemented within:
    - a. Higher Resource communities or Areas (See, Attachment 2: Definitions), or
    - b. Disadvantaged and Historically Underserved Communities
  - ii. The Proposed Use can be measured by, but is not limited to:
    - a. Number of proposed Affordable Housing units,
    - b. Number of existing housing units continued to be made available and affordable,
    - c. Zoning, Streamlined Housing Production (including permit streamlining), fees, incentives, and other approaches to increase housing choices and affordability,
    - d. Increase accessible number of units above state law,
    - e. For Higher Resource Communities or Areas:
      - i. Increase in rate of Housing Choice Voucher usage in high opportunity census tracts,
    - f. For Disadvantaged and Historically Underserved Communities:

- I. New or enhanced public services and community assets such as parks, social service programs, active transportation, infrastructure, and other community amenities,
- II. Increased access to public services, and
- III. Housing-supportive infrastructure service in areas of concentrated poverty or similar areas
- g. Other metrics found in the [Department's AFFH Guidance Memo](#)

- iii. Some examples of a Proposed Use include, but are not limited to:
  - a. For Higher or Moderate Resource Communities or Areas, and/or areas of lower resource coupled with measures to promote equitable quality of life and access to Higher Resource Communities or Areas:
    - I. Housing mobility strategies,
    - II. Affordable Housing unit production,
    - III. Reductions to barriers to higher density Housing, buildings with four or more units, and accessibility, and/or
    - IV. Outreach strategies to address local opposition to Proposed Use
  - b. For Disadvantaged and Historically Underserved Communities:
    - I. Affordable Housing unit production or preservation,
    - II. Anti-displacement protections,
    - III. Expanded Housing options, and/or
    - IV. Housing-supportive infrastructure

3. Reducing Vehicle Miles Traveled: Applicants should discuss the following (See, Attachment 4, Applying Units of Measurement for supplemental materials that describe land use and transportation planning, policies, and investment strategies):
  - i. The Proposed Used located or implemented within Infill areas.
  - ii. The Proposed Use, dependent upon what funding source(s) are utilized, can be measured by, but is not limited to:
    - a. Estimate for VMT reduced Per Capita,
    - b. Number of distinct land uses within and around the site,
    - c. Number of internal and surrounding connections to the active transportation and transit networks,
    - d. Mix of Housing unit types or sizes,
    - e. New or enhanced transit services and frequencies,
    - f. Demonstrated transit route optimization,
    - g. Number of new pedestrian and bicycle pathways, or
    - h. Limited number of off-street parking
  - iii. Some examples of a Proposed Use include, but are not limited to:
    - a. Activities that develop, support, or implement land use planning, policies, or investment strategies that result in substantial changes to travel behavior from increasing:
      - I. Population and employment densities,
      - II. Land use mix,
      - III. Street network connectivity,
      - IV. Linkages and pathways with active transportation infrastructure,
      - V. Accessibility between destinations, and/or
      - VI. Contiguity of land uses and transportation networks
    - b. Activities, subject to applicable program funding requirements, that would develop, support, or implement transportation planning,

policies, and investment strategies that support Infill development that facilitates housing supply, choice, and affordability by:

- I. Increased transit services and access,
- II. Building at walkable community scales,
- III. Enhanced pedestrian and bicycling safety measures,
- IV. Protected pedestrian and bicycling amenities, and/or
- V. Multimodal infrastructure connections with multimodal-mobility transportation systems.

**Section 406: Suballocation**

- (A) Eligible Entities may suballocate funds to Eligible Entities in the form of grants.
- (B) Eligible Entities for the purposes of suballocations may be broadly construed and include, but are not limited to, a county, a city, a city and county, a transit agency or district, a county transportation agency, Tribal Entity, community-based organization, Public Housing Authority, academic institution, developers of Affordable Housing, or regional Housing Trust Fund.
- (C) Proposed evaluation criteria for any suballocation uses are subject to review and approval by the Department and State Collaborative Partners during the application process, and must align with REAP 2.0 Program goals, objectives, and definitions. Evaluation criteria must be approved by the Department and State Collaborative Partners by March 31, 2023, unless an extension is granted by the Department.
- (D) The amount of funds distributed through suballocations must be based on the applicants' unique Housing, land use, transportation, climate change, equity, and other planning priorities. Additional factors include, but are not limited to, outreach and priority setting, maximization of Policy Outcomes consistent with REAP 2.0 Program goals and objectives, and timeliness of expenditures.
- (E) Suballocations must consider geographic equity, including rural and urban communities, transformative and collaborative approaches to planning and implementation, and the degree to which the suballocation furthers the REAP 2.0 objectives (i.e., Accelerating Infill Development that facilitates Housing supply, choice, and affordability, reducing VMT, advancing the SCS or Alternative Planning Strategies, and AFFH).
- (F) Eligible Entities may consider additional criteria tailored to its unique conditions and circumstances as well as planning priorities for the area. All additional criteria must demonstrably promote REAP 2.0 goals and objectives and be developed in consultation with the Department and the State Collaborative Partners.
- (G) Suballocations must comply with REAP 2.0 Program requirements including but not limited to REAP 2.0 objectives (Section 202).
- (H) Eligible Entities must award suballocation within 60 days of a complete application received from an applicant for a suballocation. An award is defined by an official notice (e.g., letter) to the grantee and does not include encumbrance or an executed Standard Agreement.
- (I) Eligible Entities may propose suballocations as part of the application for the REAP 2.0 Program.
- (J) Eligible Entities shall expeditiously act to execute the Standard Agreement and

ensure expenditure deadlines are met throughout the implementation of the REAP 2.0 Program.

## **Section 500: Administration**

### **Section 501: Grant Execution and Term**

- (A) The Department will notify the grantee if they have been selected for a grant award.
- (B) After the Standard Agreement has been sent electronically, the grantee will be provided instructions for signing all required documents. The grantee must submit all supporting materials and a signed Standard Agreement within the timeline provided in the instructions or risk forfeiting the grant award.
- (C) The grant term begins on the day the Department and the grantee have fully executed the Standard Agreement. The Department will notify the grantee and partners when work may proceed under the agreement. However, eligible activities that are approved by the Department may be retroactively reimbursed to July 1, 2021.
- (D) Each recipient of funds under REAP must encumber those funds no later than June 30, 2024, and expend those funds no later than June 30, 2026. Final invoices must be submitted to the Department three months prior to the expenditure deadline.

### **Section 502: Accounting and Records**

- (A) The grantee, its staff, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment vouchers and invoices. Grantees may establish and maintain an accounting system and reports, as described above, on behalf of contractors and subcontractors.
- (B) The grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required. As appropriate, grantees must establish separate ledgers for State General funds and other funds associated with proposed uses not provided by the REAP 2.0 Program.
- (C) The grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- (D) The grantee agrees that the Department or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- (E) The grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- (F) Subcontractors employed by the grantee and paid with moneys under the terms of

this Standard Agreement shall be responsible for maintaining accounting records as specified above.

**Section 503: Invoicing**

- (A) Grant funds cannot be disbursed until the Standard Agreement has been fully executed.
- (B) The grantee will be responsible for compiling and submitting all invoices and reporting documents.
- (C) The grantee must bill the Department based on clear deliverables outlined in the Standard Agreement or budget timeline. Generally, approved and eligible costs incurred for work after execution of the Standard Agreement and completed during the grant term will be reimbursable. However, eligible activities conducted prior to award will be reimbursable to July 1, 2021. Approved and eligible costs incurred prior to July 1, 2021, are ineligible.
- (D) Grantees who received advance funds shall expend all such funds or show substantial progress prior to requesting additional advanced funding by submitting an updated project timeline and budget for their eligible projects from the application and any supporting documentation.
- (E) Project invoices may be submitted to the Department by the grantee on a quarterly basis or upon completion of a deliverable, subject to the Department's approval.
- (F) The Department may consider advance payments or alternative arrangements to reimbursement and payment methods based on demonstrated need. The Department may consider factors such as available funds for eligible activities. Suballocations to Jurisdictions must request funds in increments or a schedule for advance payments, and report progress according to an implementation and expenditure timetable.
- (G) Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports, or any other documentation as deemed necessary by the Department to support the reimbursement to the grantee for expenditures incurred.
- (H) Invoices must be accompanied by supporting documentation where appropriate. Invoices without supporting documentation will not be paid. The Department may withhold up to 10 percent of the grant until grant terms have been fulfilled, including all required reporting.

**Section 504: Audits**

- (A) At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life.
- (B) The grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
- (C) The grantee agrees to provide the Department, or the Department's designee, with any relevant information requested.
- (D) The grantee agrees to permit the Department or the Department's designee access

to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, REAP 2.0 Guidelines, and the Standard Agreement.

(E) The Department may request additional information, as needed, to meet other applicable audit requirements.

(F) The Department may monitor expenditures and activities of a grantee, as the Department deems necessary, to ensure compliance with REAP requirements.

(G) Grantees using federal or state transportation planning funds administered through the Overall Work Program (OWP) shall clearly identify the source of funds.

(H) If there are audit findings, the grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

(I) The grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

(J) If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the grantee, contractors, and sub-contractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in an amount exceeding \$10,000, the grantee shall include the Department's right to audit the contractor's records and interview their employees.

(K) The grantee shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

### **Section 505: Remedies of Non-performance**

(A) In the event that it is determined, at the sole discretion of the Department, that the grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

(B) The Department has the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The grantee will submit any requested documents to the Department within 30 days of the early termination notice.

(C) The applicant must demonstrate a clear and significant nexus to REAP 2.0 Program goals and objectives, including, but not limited to, completion of activities toward Policy Outcomes and implementation of eligible use activities funded through a suballocation process. Any action inconsistent with REAP 2.0 Program

goals and objectives may result in review and could be subject to repayment of the grant.

(D) At any time, if the Department finds the grantee falsely proposed information in the application or as part of the application review, the Department may require the repayment of funds.

(E) Grantees are responsible for suballocations meeting all REAP 2.0 requirements.

(F) The Department may, as it deems appropriate or necessary, require the repayment of funds from a grantee, or pursue any other remedies available to it by law for failure to comply with all REAP 2.0 Program requirements.

## **Section 506: Reporting**

(A) At any time during the term of the Standard Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Standard Agreement with emphasis on eligible activities, eligible uses, and expenditures according to timelines and budgets referenced in the Standard Agreement.

(B) Grantees shall submit a report, in the form and manner prescribed by the Department, to be made publicly available on its website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:

1. The status of the Proposed Uses and expenditures listed in the Eligible Entity's application for funding and the corresponding impact, including, but not limited to:
  - i. Housing units accelerated,
  - ii. Reductions in Vehicle Miles Traveled Per Capita,
  - iii. Location of investment,
  - iv. Socioeconomic statistics about the impacted geography, and
  - v. Regional impact explanation
2. All status and impact reports shall be categorized based on the eligible uses specified in Section 50515.08.

(C) Grantees shall post, make available, and update, as appropriate on its internet website, land use maps and Vehicle Miles Traveled generation maps produced in the development of its adopted SCS.

(D) Grantees shall collaborate and share progress, templates, and best practices with the Department and fellow recipients in implementation of funds. To the greatest extent practicable, adjacent Eligible Entities shall coordinate in the development of applications, consider potential for joint activities, and seek to coordinate Housing and transportation planning across regions.

(E) Upon completion of all deliverables within the Standard Agreement, the grantee shall submit a close out report in a manner and form prescribed by the Department.

1. Grantee may include a line item for advance payment or reimbursement, as part of its administrative costs, for its final report that is due by June 30, 2026. Funding requests for final reports must be submitted no later than March 31, 2026.

## **Section 600: Right to Modify or Suspend Guidelines and Final Decision Making**

- (A) The Department reserves the right, at their sole discretion, to suspend, amend, or modify the provisions of these Guidelines at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department's website. You may subscribe to the [Department email listserv](#).
- (B) The Department's decision to approve or deny an application or request for funding pursuant to REAP 2.0, and its determination of the amount of funding to be provided or requested for repayment, or other remedies for failure to comply with REAP 2.0 requirements, shall be final.

# Attachment 1: Statute

## SEC. 15.

Chapter 3.15 (commencing with Section 50515.06) is added to Part 2 of Division 31 of the Health and Safety Code, to read:

### CHAPTER 3.15. Regional Early Action Planning Grants Program of 2021

#### 50515.06.

For purposes of this chapter:

- (a) "Department" means the Department of Housing and Community Development.
- (b) "Program" means the Regional Early Action Planning Grants of 2021 established pursuant to this chapter.
- (c) "Regional housing need assessment" means the existing and projected need for housing for each region, as determined by the department pursuant to Section 65584.01 of the Government Code.
- (d) "Sustainable Communities Strategies" refers to the plan prepared by each metropolitan planning organization pursuant to paragraph (2) of subdivision (b) of Section 65080 of the Government Code.
- (e) "Alternative Planning Strategy" refers to the document, if any, prepared by a metropolitan planning organization pursuant to paragraph (1) of subdivision (b) of Section 65080 of the Government Code.
- (f)
  - (1) "Transformative planning and implementation activities" means housing, planning, infrastructure investments supporting infill housing, and other actions that enable meeting housing goals that also result in per capita vehicle miles traveled reductions, including accelerating infill development, supporting residents through realizing Multimodal Communities, shifting travel behavior through reducing driving, and increasing transit ridership.
  - (2) Transformative planning and implementation activities shall be in furtherance of all of the following:
    - (A) State planning priorities, as described in Section 65041.1 of the Government Code.
    - (B) Affirmatively furthering fair housing pursuant to Section 8899.50 of the Government Code.
    - (C) Facilitating housing element compliance for the sixth cycle regional housing needs assessment pursuant to Section 65302 of the Government Code prepared in accordance with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code.
    - (D) A region's sustainable community strategy, as described in paragraph (2) of subdivision (b) of Section 65080 of the Government Code, or alternative planning strategy, as described in paragraph (2) of subdivision (b) of Section 65080 of the Government Code, as applicable.
  - (g) "Eligible Entity" means any recipient of these funds either through direct allocation from the department or through a suballocation from a recipient. For the purposes of this chapter, an Eligible Entity can include a metropolitan planning organization (MPO), a single or multicounty council of governments (COG), a regional transportation planning agency (RTPA), a county, a city, a city and county, a transit agency or district, a county transportation agency, or a Tribal Entity.
  - (h) "Tribal Entity" means an entity formed by the duly constituted governing body of a California

Native American Tribe in Chapter 905 of the Statutes of 2004, as described in Section 21073 of the Public Resources Code.

**50515.07.**

(a) (1) The Regional Early Action Planning Grants Program of 2021 is hereby established for the purpose of providing regions with funding, including grants, for transformative planning and implementation activities.

(2) Upon appropriation by the Legislature for this purpose, funds shall be distributed under the program in accordance with this chapter.

(b) The department, in collaboration with the Office of Planning and Research, the Strategic Growth Council, and the State Air Resources Board, shall develop and administer the program and, consistent with the requirements of this chapter, provide grants to eligible entities for implementing planning and implementation activities. The department shall seek input from the transportation and housing coordination workgroup established through Section 50407.5.

(c) Distribution and expenditures of funds shall be made consistent with the state planning priorities, established pursuant to Section 65041.1 of the Government Code, and shall consider geographic equity among regions of the state.

(d) Of the total amount of any moneys appropriated for purposes of this chapter, the department shall set aside up to 5 percent for program administration, including state operations expenditures and technical assistance, as well as expenditures by recipients of funding pursuant to Sections 50515.08 and 50515.09.

**50515.08.**

(a) The funds described in paragraph (2) of subdivision (a) of Section 50515.07 shall be available only to the following entities before any suballocation:

(1) The Metropolitan Transportation Commission, representing the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma, and the City and County of San Francisco.

(2) The Sacramento Area Council of Governments, representing the Counties of El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba.

(3) The San Diego Association of Governments, representing the County of San Diego.

(4) The Southern California Association of Governments, representing the Counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura.

(5) The Association of Monterey Bay Area Governments, representing the counties of Monterey, San Benito and Santa Cruz.

(6) The San Luis Obispo Council of Governments, the Santa Barbara County Association of Governments, the Fresno Council of Governments, the Kern Council of Governments, the Kings County Association of Government, the Madera County Transportation Commission, the Merced County Association of Governments, the San Joaquin Council of Governments, the Stanislaus Council of Governments, the Tulare County Association of Governments, the Butte County Association of Governments, Shasta County Regional Transportation Agency, and the Tahoe Regional Planning Agency created by interstate compact and ratified by Title 7.4 (commencing with Section 66800) of the Government Code. Notwithstanding any other provision of this chapter, the eligible entities described in this paragraph may apply directly to the department for funds pursuant to the program.

(7) Eligible entities in the Counties of Alpine, Amador, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Nevada, Plumas, Sierra, Siskiyou, Tehama, Tuolumne, and Trinity. Notwithstanding any other provision of this chapter, eligible entities within the counties listed in this paragraph or

Tribal Entities may apply directly to the department for funds pursuant to the program. The department may approve a fiscal agent to receive funds on behalf of a consortium of entities listed in this paragraph.

(b)

- (1) The department shall calculate the amount of each maximum grant allocation in accordance with the methodology described in subdivision (a) of Section 50515.09.
- (2) An eligible entity shall, in consultation with the department and consistent with the requirements of this chapter, determine the appropriate use of funds and suballocations within its boundaries in a manner that appropriately addresses its unique housing, land use, transportation, climate change, equity and other planning priorities.

(c)

- (1) Subject to paragraph (5), until December 31, 2022, an eligible entity described in subdivision (a) may request an allocation of funds pursuant to this section by submitting an application, in the form and manner prescribed by the department, developed in collaboration with the Office of Planning and Research, the Strategic Growth Council, and the State Air Resources Board, that includes all of the following information:
  - (A) An allocation budget for the funds provided pursuant to this section.
  - (B) The amounts retained by the eligible entity and any suballocations.
  - (C) An explanation of how the Proposed Uses will meet the definition of transformative planning and implementation activities and, as applicable, constitute high-impact and innovative projects and actions.
  - (D) An explanation of how the Proposed Uses will implement and achieve housing goals that also result in per capita vehicle miles traveled reductions in furtherance of the region's Sustainable Communities Strategies or alternative planning strategy, as applicable.
  - (E) The application shall reference one or more of the following categories of allowable uses of the funds:
    - (i) Accelerating infill development, including housing.
    - (ii) Supporting residents through realizing Multimodal Communities.
    - (iii) Shifting travel behavior through reducing driving.
    - (iv) Increasing transit ridership.
  - (F) An explanation of the targeted outreach the MPO has conducted to disadvantaged and historically underserved communities and how that outreach was incorporated into the Proposed Uses.
- (2) The department, in collaboration with the Office of Planning and Research, the Strategic Growth Council, and the State Air Resources Board, shall review an application submitted pursuant to this subdivision in an expeditious manner. Upon approval of an application for funds pursuant to this subdivision, the department shall award the moneys for which the eligible entity qualifies.
- (3) Commencing January 1, 2022, an eligible entity described in paragraphs (1) to (5) of subdivision (a), inclusive, as applicable, may request up to 10 percent of the funding available to it under this section in advance of a full request for funding made pursuant to paragraph (1) to develop and accelerate the implementation of the requirements described in paragraph (1), including, but not limited to, regional engagement in the development of the full application and of an education and outreach strategy. The department shall award funds requested pursuant to this paragraph to the relevant eligible entity in an expeditious manner after receiving that request.
- (4) The department may develop a streamlined application procedure that accounts for the limited resources generally among the regional entities listed in paragraph (6) of subdivision (a).

(5) If an amount of funds described in paragraph (2) of subdivision (a) of Section 50515.07 remains unallocated after December 31, 2022, the department, at its discretion, may make those funds available through a subsequent notice of funding availability in which funds are offered on a competitive basis pursuant to this chapter. An eligible entity described in subdivision (a) may request an allocation of funds made available through the subsequent notice of funding availability by submitting an application, in the form and manner prescribed by the department.

(d) In consultation with the department, any entity that receives an allocation of funds pursuant to this section shall establish priorities and use those moneys for eligible transformative planning and implementation activities that include, but are not limited to, all of the following:

(1) Providing jurisdictions and other local agencies with technical assistance, planning, temporary staffing, or consultant needs associated with updating local planning and zoning documents and other actions that accelerate infill housing production.

(2) Administering any programs described in this subdivision.

(3) Covering the costs of temporary staffing or consultant needs associated with the activities described in paragraphs (1) and (2), inclusive.

(4) Accelerating infill development, including through all of the following:

(A) Rezoning and encouraging development by updating planning documents and zoning ordinances, including general plans, community plans, specific plans, Sustainable Communities Strategies, and local coastal programs.

(B) Revamping local planning processes to accelerate infill housing production and other infill development.

(C) Completing environmental clearance to eliminate the need for project-specific review for infill development.

(D) Establishing and funding an affordable housing catalyst fund, trust fund, or revolving loan fund for location efficient projects.

(E) Performing infrastructure planning and investing in upgrading infrastructure, including for sewers, water systems, transit, roads, or other public facilities necessary to enable reduction in per capita vehicle miles traveled, including accelerating housing production.

(5) Supporting residents through realizing Multimodal Communities, including through all of the following:

(A) Establishing and implementing a vision-zero policy and program, a safety plan, and a slow streets program.

(B) Developing bicycle and pedestrian infrastructure plans and other multimodal plans or policies.

(C) Investing in infrastructure projects and other programs to expand active transportation and implement bicycle or pedestrian plans.

(D) Producing multimodal corridor studies associated with developing specific planning documents or implementation actions.

(6) Shifting travel behavior through reducing driving, including through all of the following:

(A) Studying and implementing road pricing.

(B) Funding the establishment of a local vehicle miles traveled impact fee or regional vehicle miles traveled mitigation bank.

(C) Funding and implementing parking and transportation demand management programs or ordinances.

(D) Accelerating infill housing production near jobs, transit, and resources.

(7) Increasing transit ridership, including through all of the following:

(A) Funding and implementing actions to establish more seamless regional transit systems between and across communities, including establishing common fares,

schedules, service design, and wayfinding.

(B) Developing and implementing multimodal access plans to and from transit facilities.

(C) Planning for additional housing near transit.

(f)

(1) In consultation with the department, any entity that receives an allocation of funds pursuant to this section may suballocate moneys directly to eligible entities in the form of grants. Following awards to eligible entities, eligible entities shall award suballocations within 60 days.

(2) All suballocations pursuant to this subdivision shall consider geographic equity, including the needs of rural and urban communities, transformative and collaborative approaches, including through subregions, and the degree to which the suballocation will be in furtherance of all of the requirements of transformative planning and implementation activities described in paragraph (2) of subdivision (f) of Section 50515.06.

### **50515.09.**

(a) Of the amount described in paragraph (2) of subdivision (a) of Section 50515.07, 85 percent shall be available to the entities described in paragraphs (1) to (5), inclusive, of subdivision (a) of Section 50515.08 for transformative planning and implementation activities. The maximum amount that an entity may receive pursuant to this subdivision shall be determined as follows:

The maximum amount that an Eligible Entity may receive pursuant to this subdivision shall be based on the most recent Department of Finance P-2A County Population Projections as of July 1, 2021. Amounts shall be calculated based on aggregate 2030 projected population per each eligible applicant as a percentage of projected 2030 statewide population.

(b) Of the amount described in paragraph (2) of subdivision (a) of Section 50515.07, 5 percent shall be available to the eligible entities described in paragraph (6) of subdivision (a) of Section 50515.08 for transformative planning and implementation activities.

(c) Of the amount described in paragraph (2) of subdivision (a) of Section 50515.07, 5 percent shall be available as a competitive set aside available to all eligible entities for transformative planning and implementation activities that demonstrably exceed the requirements of this chapter and further multiple policy objectives. Scoring criteria for this competitive set aside will include, but are not limited to, the extent of acceleration of infill housing production and reduction of per capita vehicle miles traveled.

### **50515.10.**

(a)

(1) Subject to paragraph (2), an Eligible Entity that receives an allocation of program funds pursuant to Section 50515.08 shall submit a report, in the form and manner prescribed by the department, to be made publicly available on its internet website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that includes, but is not limited to, the following information:

(A) The status of the Proposed Uses and expenditures listed in the Eligible Entity's application for funding and the corresponding impact, including, but not limited to, housing units accelerated and reductions in per capita vehicle miles traveled.

(B) All status and impact reports shall be categorized based on the Eligible uses specified in Section 50515.08.

(2) The department may request additional information, as needed, to meet other applicable reporting or audit requirements.

(b) The department shall maintain records of the following and provide that information publicly on its internet website:

- (1) The name of each applicant for program funds and the status of that entity's application.
- (2) The number of applications for program funding received by the department.
- (3) The information described in subdivision (a) for each recipient of program funds.
- (c) A recipient of funds under this program shall post, make available, and update, as appropriate on its internet website, land use maps and vehicle miles traveled generation maps produced in the development of its adopted Sustainable Communities Strategies.
- (d) A recipient of funds under this program shall collaborate and share progress, templates, and best practices with the department and fellow recipients in implementation of funds. To the greatest extent practicable, adjacent eligible entities shall coordinate in the development of applications, consider potential for joint activities, and seek to coordinate housing and transportation planning across regions.
- (e)
  - (1) A recipient of funds under the program shall expend those funds no later than June 30, 2024.
  - (2) No later than June 30, 2025, each Eligible Entity that receives an allocation of funds pursuant to Section 50515.08 shall submit a final report on the use of those funds to the department, in the form and manner prescribed by the department. The report required by this paragraph shall include an evaluation of actions taken in support of the entity's Proposed Uses of those funds, as specified in the entity's application, including, but not limited to, housing units accelerated and per capita reductions in vehicle miles traveled.
- (f) The department may monitor expenditures and activities of an applicant, as the department deems necessary, to ensure compliance with program requirements.
- (g) The department may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with program requirements.
- (h) The department, in collaboration with the Office of Planning and Research, the Strategic Growth Council, and the State Air Resources Board, may implement the program through the issuance of forms, guidelines, application materials, funding allocation methodologies, and one or more notices of funding availability, as the department deems necessary, to exercise the powers and perform the duties conferred on it by this chapter. Any forms, guidelines, application materials, funding allocation methodologies, or notices of funding availability prepared or adopted pursuant to this section are exempt from the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).
- (i) The department's decision to approve or deny an application or request for funding pursuant to the program, and its determination of the amount of funding to be provided or request for repayment or other remedies for failure to comply with program requirements, shall be final.

**AB 175**

**SEC. 8.**

Section 50515.08 of the Health and Safety Code is amended to read:

**50515.08.**

- (a) The funds described in paragraph (2) of subdivision (a) of Section 50515.07 shall be available only to the following entities before any suballocation:
  - (1) The Metropolitan Transportation Commission, representing the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma, and the City and County of San Francisco.
  - (2) The Sacramento Area Council of Governments, representing the Counties of El

Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba.

- (3) The San Diego Association of Governments, representing the County of San Diego.
- (4) The Southern California Association of Governments, representing the Counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura.
- (5) The Association of Monterey Bay Area Governments, representing the counties of Monterey, San Benito and Santa Cruz.
- (6) The San Luis Obispo Council of Governments, the Santa Barbara County Association of Governments, the Fresno Council of Governments, the Kern Council of Governments, the Kings County Association of Government, the Madera County Transportation Commission, the Merced County Association of Governments, the San Joaquin Council of Governments, the Stanislaus Council of Governments, the Tulare County Association of Governments, the Butte County Association of Governments, Shasta County Regional Transportation Agency, and the Tahoe Regional Planning Agency created by interstate compact and ratified by Title 7.4 (commencing with Section 66800) of the Government Code. Notwithstanding any other provision of this chapter, the eligible entities described in this paragraph may apply directly to the department for funds pursuant to the program.
- (7) Eligible entities in the Counties of Alpine, Amador, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Nevada, Plumas, Sierra, Siskiyou, Tehama, Tuolumne, and Trinity. Notwithstanding any other provision of this chapter, eligible entities within the counties listed in this paragraph or tribal entities may apply directly to the department for funds pursuant to the program. The department may approve a fiscal agent to receive funds on behalf of a consortium of entities listed in this paragraph.

(b)

- (1) The department shall calculate the amount of each maximum grant allocation in accordance with the methodology described in subdivision (a) of Section 50515.09.
- (2) An Eligible Entity shall, in consultation with the department and consistent with the requirements of this chapter, determine the appropriate use of funds and suballocations within its boundaries in a manner that appropriately addresses its unique housing, land use, transportation, climate change, equity and other planning priorities.

(c)

- (1) Subject to paragraph (5), until December 31, 2022, an Eligible Entity described in subdivision (a) may request an allocation of funds pursuant to this section by submitting an application, in the form and manner prescribed by the department, developed in collaboration with the Office of Planning and Research, the Strategic Growth Council, and the State Air Resources Board, that includes all of the following information:

- (A) An allocation budget for the funds provided pursuant to this section.
- (B) The amounts retained by the Eligible Entity and any suballocations.
- (C) An explanation of how the Proposed Uses will meet the definition of transformative planning and implementation activities and, as applicable, constitute high-impact and innovative projects and actions.
- (D) An explanation of how the Proposed Uses will implement and achieve housing goals that also result in per capita vehicle miles traveled reductions in furtherance of the region's Sustainable Communities Strategies or alternative planning strategy, as applicable.
- (E) The application shall reference one or more of the following categories of allowable uses of the funds:
  - (i) Accelerating infill development, including housing.
  - (ii) Supporting residents through realizing Multimodal Communities.
  - (iii) Shifting travel behavior through reducing driving.

(iv) Increasing transit ridership.

(F) An explanation of the targeted outreach the MPO has conducted to disadvantaged and historically underserved communities and how that outreach was incorporated into the Proposed Uses.

(G) An explanation of how Proposed Uses will advance equity by benefiting disadvantaged and historically underserved communities.

(2) The department, in collaboration with the Office of Planning and Research, the Strategic Growth Council, and the State Air Resources Board, shall review an application submitted pursuant to this subdivision in an expeditious manner. Upon approval of an application for funds pursuant to this subdivision, the department shall award the moneys for which the Eligible Entity qualifies.

(3) Commencing January 1, 2022, an Eligible Entity described in paragraphs (1) to (5)–(6), inclusive, of subdivision (a), ~~inclusive~~, as applicable, may request up to 10 percent of the funding available to it under this section in advance of a full request for funding made pursuant to paragraph (1) to develop and accelerate the implementation of the requirements described in paragraph (1), including, but not limited to, regional engagement in the development of the full application and of an education and outreach strategy. The department shall award funds requested pursuant to this paragraph to the relevant Eligible Entity in an expeditious manner after receiving that request.

(4) The department may develop a streamlined application procedure that accounts for the limited resources generally among the regional entities listed in paragraph (6)–(7) of subdivision (a).

(5) If an amount of funds described in paragraph (2) of subdivision (a) of Section 50515.07 remains unallocated after December 31, 2022, the department, at its discretion, may make those funds available through a subsequent notice of funding availability in which funds are offered on a competitive basis pursuant to this chapter. An Eligible Entity described in subdivision (a) may request an allocation of funds made available through the subsequent notice of funding availability by submitting an application, in the form and manner prescribed by the department.

(d) In consultation with the department, any entity that receives an allocation of funds pursuant to this section shall establish priorities and use those moneys for eligible transformative planning and implementation activities that include, but are not limited to, all of the following:

- (1) Providing jurisdictions and other local agencies with technical assistance, planning, temporary staffing, or consultant needs associated with updating local planning and zoning documents and other actions that accelerate infill housing production.
- (2) Administering any programs described in this subdivision.
- (3) Covering the costs of temporary staffing or consultant needs associated with the activities described in paragraphs (1) and (2), inclusive.
- (4) Accelerating infill development, including through all of the following:
  - (A) Rezoning and encouraging development by updating planning documents and zoning ordinances, including general plans, community plans, specific plans, Sustainable Communities Strategies, and local coastal programs.
  - (B) Revamping local planning processes to accelerate infill housing production and other infill development.
  - (C) Completing environmental clearance to eliminate the need for project-specific review for infill development.
  - (D) Establishing and funding an affordable housing catalyst fund, trust fund, or revolving loan fund for location efficient projects.
  - (E) Performing infrastructure planning and investing in upgrading infrastructure, including for sewers, water systems, transit, roads, or other public facilities necessary

to enable reduction in per capita vehicle miles traveled, including accelerating housing production.

(5) Supporting residents through realizing Multimodal Communities, including through all of the following:

- (A) Establishing and implementing a vision-zero policy and program, a safety plan, and a slow streets program.
- (B) Developing bicycle and pedestrian infrastructure plans and other multimodal plans or policies.
- (C) Investing in infrastructure projects and other programs to expand active transportation and implement bicycle or pedestrian plans.
- (D) Producing multimodal corridor studies associated with developing specific planning documents or implementation actions.

(6) Shifting travel behavior through reducing driving, including through all of the following:

- (A) Studying and implementing road pricing.
- (B) Funding the establishment of a local vehicle miles traveled impact fee or regional vehicle miles traveled mitigation bank.
- (C) Funding and implementing parking and transportation demand management programs or ordinances.
- (D) Accelerating infill housing production near jobs, transit, and resources.

(7) Increasing transit ridership, including through all of the following:

- (A) Funding and implementing actions to establish more seamless regional transit systems between and across communities, including establishing common fares, schedules, service design, and wayfinding.
- (B) Developing and implementing multimodal access plans to and from transit facilities.
- (C) Planning for additional housing near transit.

(f)

- (1) In consultation with the department, any entity that receives an allocation of funds pursuant to this section may suballocate moneys directly to eligible entities in the form of grants. Following awards to eligible entities, eligible entities shall award suballocations within 60 days.
- (2) All suballocations pursuant to this subdivision shall consider geographic equity, including the needs of rural and urban communities, transformative and collaborative approaches, including through subregions, and the degree to which the suballocation will be in furtherance of all of the requirements of transformative planning and implementation activities described in paragraph (2) of subdivision (f) of Section 50515.06.

**SEC. 9.**

Section 50515.09 of the Health and Safety Code is amended to read:

**50515.09.**

(a) Of the amount described in paragraph (2) of subdivision (a) of Section 50515.07, 85 percent shall be available to the entities described in paragraphs (1) to (5), (6), inclusive, of subdivision (a) of Section 50515.08 for transformative planning and implementation activities. The maximum amount that an entity may receive pursuant to this subdivision shall be determined as follows:

The maximum amount that an Eligible Entity may receive pursuant to this subdivision shall be based on the most recent Department of Finance P-2A County Population Projections as of July 1, 2021. Amounts shall be calculated based on aggregate 2030 projected population per each eligible applicant as a percentage of projected 2030 statewide population.

(b) Of the amount described in paragraph (2) of subdivision (a) of Section 50515.07, 5 percent

shall be available to the eligible entities described in paragraph (6) (7) of subdivision (a) of Section 50515.08 for transformative planning and implementation activities.

(c) Of the amount described in paragraph (2) of subdivision (a) of Section 50515.07, 5 percent shall be available as a competitive set aside available to all eligible entities for transformative planning and implementation activities that demonstrably exceed the requirements of this chapter and further multiple policy objectives. Scoring criteria for this competitive set aside will include, but are not limited to, the extent of acceleration of infill housing production and reduction of per capita vehicle miles traveled.

**SEC. 10.** Section 50515.10 of the Health and Safety Code is amended to read:

**50515.10.**

(a)

(1) Subject to paragraph (2), an Eligible Entity that receives an allocation of program funds pursuant to Section 50515.08 shall submit a report, in the form and manner prescribed by the department, to be made publicly available on its internet website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that includes, but is not limited to, the following information:

(A) The status of the Proposed Uses and expenditures listed in the Eligible Entity's application for funding and the corresponding impact, including, but not limited to, housing units accelerated and reductions in per capita vehicle miles traveled.

(B) All status and impact reports shall be categorized based on the Eligible uses specified in Section 50515.08.

(2) The department may request additional information, as needed, to meet other applicable reporting or audit requirements.

(b) The department shall maintain records of the following and provide that information publicly on its internet website:

(1) The name of each applicant for program funds and the status of that entity's application.

(2) The number of applications for program funding received by the department.

(3) The information described in subdivision (a) for each recipient of program funds.

(c) A recipient of funds under this program shall post, make available, and update, as appropriate on its internet website, land use maps and vehicle miles traveled generation maps produced in the development of its adopted Sustainable Communities Strategies.

(d) A recipient of funds under this program shall collaborate and share progress, templates, and best practices with the department and fellow recipients in implementation of funds. To the greatest extent practicable, adjacent eligible entities shall coordinate in the development of applications, consider potential for joint activities, and seek to coordinate housing and transportation planning across regions.

(e)

(1) A recipient of funds under the program shall obligate those funds no later than June 30, 2024, and expend those funds no later than June 30, 2024, 2026.

(2) No later than June 30, 2025, 2026, each Eligible Entity that receives an allocation of funds pursuant to Section 50515.08 shall submit a final report on the use of those funds to the department, in the form and manner prescribed by the department. The report required by this paragraph shall include an evaluation of actions taken in support of the entity's Proposed Uses of those funds, as specified in the entity's application, including, but not limited to, housing units accelerated and per capita reductions in vehicle miles traveled.

(f) The department may monitor expenditures and activities of an applicant, as the department

deems necessary, to ensure compliance with program requirements.

(g) The department may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with program requirements.

(h) The department, in collaboration with the Office of Planning and Research, the Strategic Growth Council, and the State Air Resources Board, may implement the program through the issuance of forms, guidelines, application materials, funding allocation methodologies, and one or more notices of funding availability, as the department deems necessary, to exercise the powers and perform the duties conferred on it by this chapter. Any forms, guidelines, application materials, funding allocation methodologies, or notices of funding availability prepared or adopted pursuant to this section are exempt from the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

(i) The department's decision to approve or deny an application or request for funding pursuant to the program, and its determination of the amount of funding to be provided or request for repayment or other remedies for failure to comply with program requirements, shall be final.

## Attachment 2: Definitions

All terms not defined below shall, unless their context suggests otherwise, be interpreted in accordance with the meanings of terms described in Chapter 3.15 of Health and Safety Code sections 50515.06 to 50515.10.

1. “Accelerating Infill Housing Production” or “Accelerating Infill Development, Including Housing” means planning, infrastructure, and other investment and actions that improve the affordability, timing, cost, feasibility, approval, and amount of Housing development.
2. “Affirmatively Furthering Fair Housing”, pursuant to Government Code section 8899.50 means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, Affirmatively Furthering Fair Housing means taking meaningful actions that, taken together, address significant disparities in Housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with Civil Rights and Fair Housing Laws.
3. “Affordable Housing” means Housing that is affordable (generally 30 percent of gross income) to Lower- and Moderate-Income Households.
4. “Alternative Planning Strategy” refers to the document, if any, prepared by a metropolitan planning organization pursuant to paragraph (1) of subdivision (b) of Section 65080 of the Government Code.
5. “Areas of High Segregation and Poverty” means areas that meet consistent standards for both poverty (30 percent of the population below the federal poverty line) and racial segregation (overrepresentation of people of color relative to the county).
6. “Council of Governments” or “COG” means a single or multicounty council created by a joint powers agreement pursuant to Chapter 5 (commencing with section 6500) of Division 7 of Title 1 of the Government Code that is responsible for allocating regional Housing needs pursuant to sections 65584, 65584.04, and 65584.05 of the Government Code.
7. “Department” means the California Department of Housing and Community Development.
8. “Disadvantaged and Historically Underserved Communities” includes concentrated areas of poverty; Areas of High Segregation and Poverty and areas of low to moderate access to opportunity ([TCAC/HCD Opportunity Area Maps](#)); Communities of Concern, Disadvantaged Communities (SB 535 [Disadvantaged Communities](#) Map), and Low-Income Communities pursuant to Senate Bill 535 (De León, Chapter 830, Statutes of 2012) and Assembly Bill 1550 (Gomez, Chapter 369, Statutes of 2016); areas of high Housing cost burdens; areas with high vulnerability of displacement; areas related to Tribal Entities; and other areas experiencing disproportionate impacts of California’s

Housing and climate crisis. Applicants may propose alternative definitions to Disadvantaged and Historically Underserved Communities in consultation with the Department and the State Collaborative Partners.

9. “Eligible Entity” means any entity that is eligible to be a recipient of these funds either through direct allocation from the Department or through a suballocation from a recipient. For the purposes of this chapter, an Eligible Entity can include a metropolitan planning organization (MPO), a single or multicounty Council of Governments (COG), a regional transportation planning agency (RTPA), a county, a city, a city and county, a transit agency or district, a county transportation agency, or a Tribal Entity.
10. “Higher Resource Communities or Areas” means those areas designated as “highest resource” and “high resource” as defined by the most recent [TCAC/HCD Opportunity Maps](#).
11. “Housing” means any development that includes a house, an apartment, a mobilehome, manufactured home, or trailer, a group of rooms, or a single room that is occupied as separate living quarters, or, if vacant, is intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building, and which have a direct access from the outside of the building or through a common hall.

Note: accessory dwelling units (ADU) and junior accessory dwelling units (JADU) pursuant to Government Code sections 65852.2 and 65852.22 meet the definition above.

12. “Housing Element” means the Housing Element of a community’s General Plan, as required pursuant to subdivision (c) of section 65302 of the Government Code and prepared in accordance with Article 10.6 (commencing with section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code.
13. “Housing Trust Fund” means a Local or Regional Housing Trust Fund that is required to be a public, joint public and private, or charitable nonprofit organization organized under Section 501(c)(3) of the Internal Revenue Code, which was established by legislation, ordinance, resolution (including nonprofit articles of incorporation), or a public-private partnership organized to receive specific public, or public and private, revenue to address local or regional Housing needs.
14. “Infill”, for the purposes of the REAP 2.0 Program, means areas where all the following apply: (1) the area consists of unused or underutilized lands (2) within existing development patterns (3) that is or will be accessible to destinations and daily services by transit, walking, or bicycling and located in either:
  - a. An urban center, urban corridor, or area with transit-supportive densities, or
  - b. An established community that meets all the following criteria:
    - i. The area consists or previously consisted of qualified urban uses
    - ii. The area is predominantly surrounded (approximately 75 percent of the perimeter) by parcels that are developed or previously developed with qualified urban uses. In counting this, perimeters bordering navigable bodies of water and improved parks shall not be included, and
    - iii. No parcel within or adjoining the area is classified as agricultural or natural

and working lands.

c. Under unique circumstances, applicants may propose an alternative definition of “Infill” subject to approval by the Department and State Collaborative Partners.

15. “Jurisdiction” means:

- a. any city, including a charter city,
- b. county, including a charter county, or
- c. city and county, including a charter city and county.

16. “Lower-income Household” means individual households with either 1) household incomes at or below 80 percent of the statewide median income, or 2) household incomes at or below the threshold designated as low-income by Department of Housing and Community Development’s State Income Limits adopted pursuant to Health and Safety Code Section 50093.

17. “Moderate-income Households” means either 1) household incomes between 80 and 120 percent of the statewide median income, or 2) household incomes at or below the threshold designated as moderate-income by Department of Housing and Community Development’s State Income Limits adopted pursuant to Health and Safety Code Section 50093.

18. “Moderate Resource Communities or Areas” means those geographic areas designated as “Moderate Resource” as defined by the most recent [TCAC/HCD Opportunity Maps](#).

19. “Multimodal Communities” are those which are served by a variety of travel options that accommodate a variety of transportation modes for the public to access daily destinations. Multimodal options can include, but are not limited to, complete street improvements for active transportation, improving access to transit, and creating high-quality transit (CEQA) stops.

20. “Policy Outcomes” means measures that are a direct result of and demonstrate efficacy of the REAP 2.0 Program.

21. “Program” means the Regional Early Action Planning Grants of 2021 established pursuant to this chapter.

22. “Proposed Use” means an eligible use, combination of eligible uses, or a combination of eligible uses with non-REAP 2.0 planning or implementation efforts that demonstrate a reasonable relationship to each other. It does not mean subcomponent, task, or sub-task of an eligible use.

23. “Regional Housing Needs Assessment” means the existing and projected need for Housing for each region, as determined by the Department pursuant to Section 65584.01 of the Government Code.”

24. “State Collaborative Partners” means the California Air Resources Board (CARB), Governor’s Office of Planning and Research, and California Strategic Growth Council.

25. “State Planning Priorities” means priorities that are intended to promote Infill development and equity, protect environmental and agricultural resources, and

encourage efficient development patterns outside of Infill areas pursuant to Government Code section 65041.1.

26. "Sustainable Communities Strategies" refers to the plan prepared by each MPO pursuant to paragraph (2) of subdivision (b) of Section 65080 of the Government Code.
27. "Streamlined Housing Production" means improving the entitlement process through actions such as removing, mitigating, or minimizing local regulatory requirements, reforming the local approval process to reduce processing times, reducing the number of local discretionary approvals and permits needed for projects, improving approval certainty, establishing non-discretionary processes, modifying development standards such as reducing parking requirements, and increasing height limits or other efforts such as taking the fullest advantage of existing streamlining mechanisms provided in state law.
28. "Transformative Planning and Implementation Activities" means Housing, planning, infrastructure investments supporting Infill development that facilitates Housing supply, choice and affordability, and other actions that enable meeting Housing goals that also result in Per Capita vehicle miles traveled reductions, including accelerating Infill development, supporting residents through realizing Multimodal Communities, shifting travel behavior through reducing driving, and increasing transit ridership. Transformative Planning and Implementation Activities are meant to address these goals together and to lead to changes in land use patterns and behaviors. Transformative Planning and Implementation Activities shall be in furtherance of all of the following:
  - a. State Planning Priorities, as described in Section 65041.1 of the Government Code.
  - b. Affirmatively Furthering Fair Housing pursuant to Section 8899.50 of the Government Code.
  - c. Facilitating Housing Element compliance for the sixth cycle Regional Housing Needs Assessment pursuant to Section 65302 of the Government Code prepared in accordance with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code.
  - d. A region's Sustainable Community Strategy, as described in paragraph (2) of subdivision (b) of Section 65080 of the Government Code, or Alternative Planning Strategy, as described in paragraph (2) of subdivision (b) of Section 65080 of the Government Code, as applicable.
29. "Tribal Entity" means an entity that meets at least one of the following definitions:
  - a. An entity formed by the duly constituted governing body of a California Native American Tribe in Chapter 905 of the Statutes of 2004, which means a Native American tribe located in California that is on the contact list maintained by the Native American Heritage Commission, as described in Section 21073 of the Public Resources Code.
  - b. A Tribally Designated Housing Entity as defined in Section 4103(22) of Title 25 of the United States Code and Section 50104.6.5,
  - c. An Indian Tribe as defined in Section 4103(13)(B) of Title 25 of the United States Code and Section 50104.6.5.
30. "Vehicle Miles Traveled" means a metric to evaluate the total miles of vehicles traveling on a roadway over a period of time.

**ATTACHMENT B**

31. "Vehicle Miles Traveled Per Capita" or "Per Capita Vehicle Miles Traveled" means the number of Vehicle Miles Traveled, per person.

# Attachment 3: Award Amounts by Eligible Applicant

## REAP 2.0 MPO/COG Formula-Based Maximum Allocation Amounts

The REAP 2.0 Program makes available 85 percent of funds (\$510,000,000) to MPOs and COGs through the “Formula Allocations to MPOs and COGs” funding stream. Maximum award amounts are based on California Department of Finance 2030 Population Projections.

Applicant	Max. award amount
<b>Association of Monterey Bay Area Governments</b>	\$ 10,133,742.41
<b>Butte County Association of Governments</b>	\$ 2,944,762.37
<b>Fresno Council of Governments</b>	\$ 13,633,148.06
<b>Kern Council of Governments</b>	\$ 12,670,717.96
<b>Kings County Association of Governments</b>	\$ 2,060,590.24
<b>Madera County Transportation Commission</b>	\$ 2,213,724.74
<b>Merced County Association of Governments</b>	\$ 3,912,152.75
<b>Metropolitan Transportation Commission</b>	\$ 102,842,103.03
<b>Sacramento Area Council of Governments</b>	\$ 33,727,893.48
<b>San Diego Association of Governments</b>	\$ 43,037,322.72
<b>San Joaquin Council of Governments</b>	\$ 10,612,514.62
<b>San Luis Obispo Council of Governments</b>	\$ 3,539,684.58
<b>Santa Barbara County Association of Governments</b>	\$ 5,839,412.28
<b>Shasta Regional Transportation Agency</b>	\$ 2,243,909.07
<b>Stanislaus Council of Governments</b>	\$ 7,535,242.05
<b>Southern California Association of Governments</b>	\$ 246,024,084.00
<b>Tahoe Regional Planning Agency</b>	\$ 604,134.15
<b>Tulare County Association of Governments</b>	\$ 6,424,861.49

## Attachment 4: Applying Units of Measurement

Applicants must provide sufficient evidence that demonstrates a nexus between a Proposed Use and meeting all REAP 2.0 goals and objectives. This table is meant to illustrate one example of how applicants might demonstrate this nexus and measure Policy Outcomes.

Step 1: Meet all REAP 2.0 Program Threshold Requirements			
Step 2: Achieving All Program Objectives	<i>Locational Considerations or Applicable Populations</i>	<b>Measurable Outcomes</b> The Proposed Use can be measured by, but is not limited to:	<b>A Sample of Potential Uses</b>
Accelerating Infill development that facilitates Housing supply, choice, and affordability	- Infill areas (see Attachment 2)	<ul style="list-style-type: none"> <li>- Number of Housing units (total, type, affordable, and per acre),</li> <li>- Capital investments to support Housing development,</li> <li>- Mix of Housing unit types or sizes,</li> <li>- Increasing land use intensities,</li> <li>- Count of sites developable for future Housing, and/or</li> <li>- Number of new Housing units supported or provided by the Proposed Use</li> </ul>	<ul style="list-style-type: none"> <li>- Affordable Housing development programs</li> <li>- Planning activities that lead to increased residential and/or mixed-use zoned capacity in areas identified as infill</li> <li>- Program-level environmental clearance</li> <li>- Upgrading infrastructure for sewer, water, and dry utility systems</li> </ul>
Affirmatively Furthering Fair Housing (AFFH)	-Higher Resource Communities or Areas (see Attachment 2)	<ul style="list-style-type: none"> <li>- Number of new Affordable Housing units,</li> <li>- Number of existing Housing units continued to be made available and affordable,</li> <li>- Zoning, Streamlined Housing Production (including permit streamlining), fees, incentives, and other approaches to increase Housing choices and affordability,</li> <li>- Increase accessible number of units above state law, and/or</li> <li>- Increase in rate of Housing Choice Voucher usage in high opportunity census tracts</li> </ul>	<ul style="list-style-type: none"> <li>- Housing mobility strategies,</li> <li>- Affordable Housing unit production,</li> <li>- Accessible Housing unit production,</li> <li>- Reductions to barriers to higher density Housing, buildings with 4 or more units, and accessibility,</li> <li>- Outreach strategies to address local opposition to Proposed Use</li> </ul>

	<ul style="list-style-type: none"> <li>- Disadvantaged and Historically Underserved Communities (see Attachment 2)</li> </ul>	<ul style="list-style-type: none"> <li>- Number of new Affordable Housing units,</li> <li>- Number of existing Housing units continued to be made available and affordable,</li> <li>- Zoning, Streamlined Housing Production (including permit streamlining), fees, incentives, and other approaches to increase Housing choices and affordability,</li> <li>- Increase accessible number of units above state law</li> <li>- New or enhanced public services and community assets such as parks, schools, social service programs, active transportation, infrastructure, and other community amenities, and/or</li> <li>- Increased access to public services,</li> <li>- Housing-supportive infrastructure services in areas of concentrated poverty or similar areas</li> </ul>	<ul style="list-style-type: none"> <li>- Affordable Housing preservation,</li> <li>- Anti-displacement protections,</li> <li>- Expanded Housing options,</li> <li>- Housing-supportive infrastructure</li> </ul>
Reducing Vehicle Miles Traveled	<ul style="list-style-type: none"> <li>- Infill areas (see Attachment 2)</li> </ul>	<ul style="list-style-type: none"> <li>- Estimate for VMT reduced Per Capita</li> <li>- Number of distinct land uses within the site,</li> <li>- Number of distinct land uses around the site,</li> <li>- Number of surrounding connections,</li> <li>- Mix of Housing unit types or sizes,</li> <li>- New or enhanced transit services,</li> <li>- Increased transit frequencies and/or ridership,</li> <li>- New pedestrian or bicycle pathways, and/or</li> <li>- Limited off-street parking</li> </ul>	<p>Land use planning, policies, or investment strategies that result in increasing:</p> <ul style="list-style-type: none"> <li>- Population and employment densities,</li> <li>- Land use mix,</li> <li>- Street network connectivity,</li> <li>- Linkages and pathways with active transportation infrastructure,</li> <li>- Accessibility between destinations, and/or</li> <li>- Contiguity of land uses and transportation networks</li> </ul> <p>Transportation planning, policies, and investment strategies:</p> <ul style="list-style-type: none"> <li>- Increased transit services and access,</li> <li>- Building at walkable community scales,</li> <li>- Enhanced pedestrian and bicycling safety measures,</li> <li>- Protected pedestrian and bicycling amenities, and/or</li> <li>- Multimodal infrastructure connections with multimodal-mobility transportation systems.</li> </ul>
<a href="#"><u>Appendix F Final Environmental Analysis (ca.gov)</u></a>			

**EXHIBIT C**

**SUB-RECIPIENTS REAP 2.0 APPLICATION FOR THE STANCOG TRANSFORMATIVE  
SUBALLOCATION PROGRAM**

## STANCOG'S TRANSFORMATIVE SUBALLOCATION PROGRAM

### REAP 2.0

### \* \* REVISED APPLICATION FORM \* \*

This form and format are to be used exclusively by subrecipients that are revising their applications in response to feedback on their original applications. The information provided in this form will be used as a supplement to the original application.

<b>Jurisdiction:</b>	City of Ceres
<b>Requested Funding Amount:</b>	\$320,967
<b>Staff Contact:</b>	Lea C. Simvoulakis
<b>Phone:</b>	209-524-3525
<b>Email:</b>	Lea.Simvoulakis@ci.ceres.ca.us

A jurisdiction submitting a revised application for a sub-allocation must complete all required sections of the application below:

#### **1. Introduction/Overview**

Provide a description of the proposed project, including each distinct activity, and how it relates to:

- a. The REAP 2.0 Goals/Objectives
- b. Describe the project, desired funding, other sources of funding, if identified
- c. Demonstrate that the project provides a Significant Beneficial Impact, as described in Section 203(A) of the REAP 2.0 Guidelines

The City plans to accomplish two projects with the REAP 2.0 grant funds. Project 1 is the Implementation of thirty of the 2023-2031 Housing Element Programs. Project 1 will be broken into four logical phases that group together the specific Housing Element programs that work together to facilitate the development of housing throughout the City. These programs will streamline the entitlement process, expand capacity for lower-income housing, and remove regulatory barriers that currently exist in City ordinances that inhibit the creation of housing opportunity in Ceres.

Project 2 is an update to the Ceres Downtown Specific Plan to clearly identify and promote a Residential Infill Development Strategy focused on sites within the downtown boundary and in proximity to the planned ACE Train station that was not part of the Downtown Specific Plan area when the plan was adopted. This update will include a site inventory of suitable

parcels between .5 and 10 acres that offer near-term potential for infill housing; a summary of the ACE Train plans, station design, and timeline for development, emphasizing its connection to creating a multimodal downtown environment; the addition of policies and programs that aim to remove barriers to infill housing, streamline approvals, and encourage mixed-use residential development near transit; and include implementation measures that align with the City's Housing Element and regional mobility objectives.

There will also be targeted conformance edits to the existing chapters of the Specific Plan to ensure internal consistency with the overall document. There will be edits to chapters like the Introduction, Vision, Goals, and Concepts, Policies, and Implementation, to reference and support the new Residential Infill Development Strategy, as well as provide context for the planned ACE Train.

a. REAP 2.0 Goals/Objectives: The proposed projects meet the REAP 2.0 Objectives as discussed below

- Accelerating infill housing development

The implementation of the Housing Element programs with Project 1 will create pathways and remove barriers for infill development. For example, Program 1.9 increases the density of all zoning districts, reduces setbacks and lot coverage, and increases the variety of housing types that are allowed by right in all of the zoning districts. This will make development on smaller infill parcels more economically viable for developers. Another example would be Program 2.6, which will reduce the parking requirements for multi-family residential housing, allowing an increase in housing units on infill sites. More units on infill sites makes an infill development project more attractive to potential developers. These programs, as well as other Housing Element programs that will be completed with this project, will help reshape the zoning ordinance to make developing smaller infill sites easier and more economically feasible for developers.

The changes to the zoning ordinance and development standards from Project 1 will facilitate the implementation of Project 2, which is an update to the Ceres Downtown Specific Plan. This update will focus on infill sites and the connectivity to the new ACE train station. The Downtown Specific plan was adopted in 2011 and did not include reference to the future ACE train station that is being sited in Ceres' downtown for completion in 2026. With improved accessibility to larger metropolitan areas, Ceres' downtown will become a realistic place to live for commuters and for regional travelers, increasing the demand for housing and mixed-use development near the station. The updated Specific Plan will include a

new infill site inventory map that will highlight prime sites for infill development and redevelopment throughout the downtown area. The current Specific Plan supports development in the downtown, but it does not specifically target infill sites which is what Project 2 will address. Project 2 will create a clearer road map that highlights those sites that are ideal infill locations, and it will incorporate those Housing Element programs that make development feasible.

With better development standards and City policies, there will be better development potential of the identified infill sites in Ceres' downtown area. This update will also mention the City's new plan to construct a public parking garage which will also help draw development to the infill sites near the station and parking center. With the ability to park and ride on the ACE train to larger work centers, there will be an increase in transit ridership and a reduction of vehicles on Highway 99 and surrounding impacted roadways in the Central Valley.

- Realizing multimodal communities

The new infill chapter in the Downtown Specific plan will highlight the ACE train which is coming to downtown Ceres in 2026. The identification of infill sites in the downtown area, adjacent to the ACE train will ultimately help foster a multimodal community. Project 2's efforts align residential density, mixed-use development, and pedestrian connectivity with regional rail transit which will inevitably create more public transit trips and reduce private driving practices.

- Shifting travel behavior by reducing driving

By bringing infill development into the Downtown area within walking distance of the new ACE train, overall trips in and out of the area will be shorter and people will be less dependent on cars to get out of town. With housing near the ACE train, people will be able to commute to job centers like Modesto, Stockton, and the Bay area. The more people that move into the area, the more viable frequent service becomes. With more times to ride the train, the more willing people are to take the train for trips. In addition to the ACE train development, StanRTA is also exploring a bus depot in Ceres, which will be able to link even more people to the ACE train, ensuring its success in the area. The success of the train makes living downtown even more desirable, which will in turn increase development of the infill sites.

- Increase transit ridership

Projects 1 and 2 will facilitate the development of Ceres' downtown by promoting and encouraging the development of infill sites in close proximity to the new ACE train. The new ACE train station is expected to be completed by the end of 2026.

The update to the Downtown Specific Plan will provide an infill site inventory which will be used to market available sites to attract development into the downtown area. When more people live and work within walking distance of transit stops, ridership rises and service levels will improve. The ACE train will anchor the City's efforts at promoting denser infill housing and providing the population base needed to sustain not only train routes but feeder bus routes into the downtown area as well.

b. Describe the project, desired funding, other sources of funding, if identified.

As noted above, Project 1 is the implementation of thirty of the Housing Element Programs as approved by HCD in May 2025. Project 2 is an update to the Ceres Downtown Specific Plan to clearly identify and promote a Residential Infill Development Strategy focused on sites within the downtown boundary and in proximity to the planned ACE Train station that was not part of the Downtown Specific Plan area when the plan was adopted. The REAP 2.0 will be the sole source of funding for these two projects.

c. Demonstrate that the project provides a Significant Beneficial Impact, as described in Section 203(A) of the REAP 2.0 Guidelines.

To have a significant beneficial impact under Section 203(A) of the REAP 2.0 Guidelines, a project must meet the definition of a transformative planning and implementation activity and provide a significant beneficial impact. Significant beneficial impacts must lead to substantial changes in land use patterns and travel behavior. The identified projects will be transformative for the very suburban town of Ceres. Specifically, the project will:

- Enable meaningful increases in housing capacity in high-opportunity and transit-served locations by identifying prime infill sites, establishing new objective standards, and implementing Housing Element actions that directly facilitate entitlement and production;
- Produce measurable reductions in VMT by shifting new growth from peripheral locations in the City to a compact, walkable, infill pattern centered around the ACE station and downtown. These changes support long-term mode shift and reduce reliance on single-occupancy vehicles;
- Accelerate production of affordable housing by identifying sites, removing regulatory barriers, and creating a streamlined environment for income-restricted and mixed-income projects; and

- Create long-lasting regulatory tools—including the infill chapter, site inventory, development standards, and implementation procedures—that will continue to support housing production and climate benefits beyond the grant performance period.

## **2. Accelerating Infill Development**

Describe how the project, including each distinct activity, accelerates infill development near jobs and other key destinations to support housing choice and affordability that effectively reduces VMT and greenhouse gas emissions.

As noted above, the implementation of the Housing Element programs with Project 1 will create pathways and remove barriers to infill development. Project 1 will update more than forty zoning standards and procedures that presently constrain infill development. For example, Programs 1.3, 1.9, 1.12, 1.14, 1.6, 2.5, and 3.1 update R-3, R-4, R-5, mixed-use, and commercial zoning districts to raise allowable densities, increase FAR and lot coverage to urban infill-appropriate standards; reduces excessive setbacks, and codifies SB 9 and other state requirements that allow more units on existing parcels. These changes increase feasible residential capacity in areas close to schools, retail and employment corridors, resulting in more households living closer to daily destinations and reducing trip lengths. Programs 2.6, 1.12, 1.15, 3.13, 3.14, 5.1, 5.2, 5.3, and 5.5 reduce parking requirements for multifamily and affordable projects, provides fee deferrals, offers priority process, and technical assistance for multifamily housing, and establish policies to direct capital improvement programs toward supporting affordable housing projects. Programs 1.8, 1.13, and related workflow updates will limit hearings for a multifamily project, establish a quicker discretionary review period, create SB 35 procedures, and consolidate review authority.

The above changes to the zoning ordinance and development standards from Project 1 are just a few ways that Project 1 will facilitate the implementation of Project 2, which is an update to the Ceres Downtown Specific Plan. This update will focus on infill sites and the connectivity to the new ACE train station. The Downtown Specific plan was adopted in 2011 and did not include reference to the future ACE train station that is being sited in Ceres' downtown for completion in 2026. With improved accessibility to larger metropolitan areas, Ceres' downtown will become a realistic place to live for commuters and for regional travelers, increasing the demand for housing and mixed-use development near the station. The updated Specific Plan will include a new infill site inventory map that will highlight prime sites for infill development and redevelopment throughout the downtown area. The current Specific Plan supports development in the downtown, but it does not specifically target infill sites which is what Project 2 will address. Project 2 will

create a clearer road map that highlights those sites that are ideal infill locations, and it will incorporate those Housing Element programs that make development feasible.

With better development standards and City policies, there will be better development potential of the identified infill sites in Ceres' downtown area. This update will also mention the City's new plan to construct a public parking garage which will also help draw development to the infill sites near the station and parking center. With the ability to park and ride on the ACE train to larger work centers, there will be an increase in transit ridership and a reduction of vehicles on Highway 99 and surrounding impacted roadways in the Central Valley.

### **3. Affirmatively Furthering Fair Housing (AFFH)**

Describe how the project, including each distinct activity, combats discrimination, overcomes patterns of segregation, and foster equitable and inclusive communities.

The combined Housing Element implementation actions in Project 1, and the Downtown Specific Plan Update and site inventory of Project 2 advance fair housing and equity in Ceres by eliminating exclusionary zoning, expanding access to high-opportunity areas, affirmatively furthering fair housing outcomes, and ensuring that historically underserved residents can live closer to transit, jobs, and essential services. Together, these activities reshape long-standing development patterns and directly combat barriers that have contributed to economic and racial segregation.

The Housing Element programs that will be implemented with Project 1 specifically combat discrimination, overcome patterns of segregation, and foster equitable and inclusive communities. For example, Program 1.5 promotes the development of ADUs and JADUs by requiring that at least 10% of new single-family development in the West Landing Specific Plan area include either an ADU or JADU. Program 1.6, in compliance with SB 2, will require that the City continue to allow transitional/supportive housing as a residential use, subject only to those requirements of other residential dwellings of the same type in the same zone. The City will also amend the Municipal Code to allow supportive housing by-right, requiring no discretionary review in zones where multi-family and mixed-uses are permitted. AB 101 requires that low barrier navigation centers be by right development. Program 3.7 provides a pathway to permanent housing for people experiencing homelessness by developing a definition of a low barrier navigation center and creating a by-right procedure for processing low barrier navigation centers in town. Program 3.15 eliminates subjectivity in the review of requests for reasonable accommodation by amending the Zoning Ordinance to remove the findings requirements for granting reasonable accommodation. Multiple programs that will be implemented with this project will ensure that the City of Ceres combats discrimination in housing and affirmatively furthers fair housing. Program 5.1 creates a robust engagement

strategy to educate tenants and landlords on fair housing rights, promotes awareness of source-of-income protections, just-cause evictions laws, and anti-discrimination requirements.

Project 2 and the Downtown Specific Plan amendment will identify infill parcels near the future ACE station and Downtown. This encourages mixed-use and higher-density development in areas with the greatest access to transit, jobs, education, and services. This project will remove barriers to infill and accelerate production in a historically opportunity-rich, but underutilized area

#### **4. Reducing Vehicle Miles Traveled (VMT)**

How does the proposed project, including each distinct activity, promote development and align housing production in infill locations consistent with the state's climate targets and goals discussed in the California Climate Change Scoping Plan?

California's Scoping Plan centers land-use choices, infill development, and reduced driving as essential to meeting statewide GHG targets (including deep reductions by 2030 and carbon neutrality by 2045). The scope of the City's two projects advances those same objectives by (1) concentrating housing in downtown and near the planned ACE station, (2) increasing allowable densities and diverse housing types, (3) reducing parking and other auto-oriented requirements, (4) streamlining approvals to speed infill, and (5) prioritizing affordable units for infrastructure and fee relief so lower-income households can live near transit and jobs. These measures directly implement the Scoping Plan's land-use and SB-375 strategies to cut passenger-vehicle emissions and per-capita VMT.

#### **5. Review and Identify Measurable Outcomes**

Explain how the proposed project outcomes, including outcomes for each distinct activity, will meet the REAP 2.0 objectives for accelerating infill development, affirmatively furthering fair housing, and reducing vehicle miles travelled. Refer to the table in Appendix A taken from the REAP 2.0 Fundings Guidelines, for examples of measurable outcomes.

The proposed projects will produce measurable and lasting outcomes related to the following objectives: accelerating infill housing development, affirmatively furthering fair housing, increasing residential capacity, and reducing vehicle miles traveled.

Program 1.5 promotes secondary dwelling units and requires that 10% of all units in West Landing be built with an ADU. At build-out, West Landing will have 1,992 single family residential units. If 10% of those units are constructed with ADUs, the City will add 199 new affordable housing units to the City's housing supply. Given the capital improvements that

occurred over the last year in that area of the City, it is possible to assume that development will finally occur in the area, and at least 200 new units will be constructed. Those units will be required to include 200 new ADUs, adding these units to the current housing supply.

Program 1.3 will decrease the minimum lot size in the R-2 zoning district from 6,200 sf to 5,000 sf. There are roughly 194 acres available for R-2 development in the city's housing inventory list. If 85% of that acreage is developable with 5,000 sf lots, that could yield 1,436 new units in the City. Given the City's current development history, it is anticipated that about 200 of those units could be built during this RHNA cycle.

Programs like 1.9 reduce minimum parking standards which supports higher density yields on infill sites, significantly increasing the capacity for very low- and low-income housing in the City. Reduced parking standards have been shown to yield 71% more homes in transit-oriented areas (like the downtown) and 41% more units overall in urban areas. With a density of 20-30 dwelling units an acre, a 10 acre HDR project could yield 200-300 units. With reduced parking a 41% increase in units on a 10 acre site could look more like 282-423 total units. If that increase is applied to the 125 acres identified for high density housing in the City's housing inventory, there could potentially be an increase in over 1,300 units above what would normally be constructed in the City with the current parking standards. It is expected that this reduction in parking will promote the development of at least a ten acre HDR site, yielding at least 282 affordable units for the City.

Further, based on preliminary screening, it is expected that the Downtown Inventory project, Project 2, will identify 10 to 30 acres of infill opportunity sites with near-term housing potential. With a density of 20 to 40 dwelling units per acre, this could mean anywhere between 200 to 600 new units on the low end, to 400 to 1,200 units on the high end in the downtown area. Those additional units would be almost a 450% increase in units in the downtown compared to what exists currently. Identifying these sites, marketing these sites, and creating development standards that encourage development in the downtown on these sites is key to meeting the REAP 2.0 objectives. With the construction of the ACE train, the City is hoping to see at least 200 new units developed in the near term in the downtown.

In addition to encouraging infill development, Project 1 affirmatively furthers fair housing. For example, Program 1.6 will amend the Municipal Code to allow supportive housing by-right, requiring no discretionary review in zones where multi-family and mixed-use projects are permitted, including those zones that currently do not allow residential uses. There are 125 acres in the city's site inventory available for multi-family or mixed use development in Ceres. With that available land, the City anticipates at least five new transitional or supportive housing units to be constructed during this RHNA cycle.

Program 1.13 will develop checklists and procedures for SB 35 and SB 330, which help affordable housing units come to the market faster by moving them through the local government review process faster. This program, combined with program 1.8 which offers a streamlined permit processing model, will remove unclear permit processing procedures that create financial risk for affordable housing developers. With these changes in procedure through Project 1, Ceres anticipates five additional affordable housing units to come online in the City during this RHNA cycle, for a total of 10 transitional or supportive housing units.

Overall, the implementation of Project 1 and Project 2 will increase the City's residential planning capacity by approximately 10 to 25 percent over existing baseline zoning assumptions, specifically in infill areas and other opportunity-rich locations like West Landing. Overall, both projects will streamline housing approvals, increase capacity for lower-income housing, and removes regulator barriers to housing, which are all important objectives of the REAP 2.0 grant.

If the City is able to increase the number of units in the downtown from 220 units to between 600 and 1,200 units, the impacts to VMT will be evident. All of these units will be within ½ mile of the new ACE train station. With an average of 3.3 people per household in Ceres, 600 units would produce 29,700 trips per day. If you apply a 15% reduction in trips due being within ½ mile of a rail stop, and a 10% reduction in trips for an increase in density, there is an overall 25% reduction in VMT trips for the potential 600 new units in the downtown, producing a VMT of only 7,425 for those 600 new units. If the 1,200 units in the downtown come to fruition, the VMT would double to only 14,850 VMT/day which is still 14,850 less trips than the amount of trips generated by the standard 600 units without access to rail. Adding these units to the downtown area will undoubtedly reduce VMT.

## 6. Distribution of Funds

- Complete the tables below to identify the project cost, funding plan, and proposed schedule with the key milestones (and start and completion dates) associated with the proposed project.

### Budget/Funding Plan

Enter Total Project Cost here:		\$320,967	
Project Element	Fund Source	Funding Amount	Status of Funding *(Identify if funding has been programmed or is otherwise secured)

Housing Element Program Implementation/Downtown Specific Plan Update/Administrative Costs	REAP 2.0	\$290,214	Awaiting approval of application
Administration of consultant contract	REAP 2.0	\$30,753	Awaiting approval of application
	PLHA		
	AHSC		
	Local Funds*		
	Other Sources		

### Proposed Project Schedule

Line No.	Project Activity/Key Milestones	Start Date	Completion Date
1	HE Program Implementation- Phase 1, 2, and 3	January 2026	June 2026
2	HE Program Implementation- Phase 4	June 2026	December 2026
3	Downtown Specific Plan Update	June 2026	December 2026
4			
5			

b. Please also discuss how the funding, once encumbered, will be distributed and fully expended before December 31, 2026.

The City will pay the consultant in monthly invoices and will plan to have the consultant invoice the last invoice prior to December 15, 2026 so that funds can be paid. Reimbursement will be submitted to StanCOG once the invoice has been issued.

## APPENDIX A – EXAMPLES OF MEASURABLE OUTCOMES

Step 1: Meet all REAP 2.0 Program Threshold Requirements			
Step 2: Achieving All Program Objectives	<i>Locational Considerations or Applicable Populations</i>	<i>Measurable Outcomes</i> The Proposed Use can be measured by, but is not limited to:	<i>A Sample of Potential Uses</i>
Accelerating Infill development that facilitates Housing supply, choice, and affordability	- Infill areas (see Attachment 2)	<ul style="list-style-type: none"> <li>- Number of Housing units (total, type, affordable, and per acre),</li> <li>- Capital investments to support Housing development,</li> <li>- Mix of Housing unit types or sizes,</li> <li>- Increasing land use intensities,</li> <li>- Count of sites developable for future Housing, and/or</li> <li>- Number of new Housing units supported or provided by the Proposed Use</li> </ul>	<ul style="list-style-type: none"> <li>- Affordable Housing development programs</li> <li>- Planning activities that lead to increased residential and/or mixed-use zoned capacity in areas identified as infill</li> <li>- Program-level environmental clearance</li> <li>- Upgrading infrastructure for sewer, water, and dry utility systems</li> </ul>
Affirmatively Furthering Fair Housing (AFFH)	-Higher Resource Communities or Areas (see Attachment 2)	<ul style="list-style-type: none"> <li>- Number of new Affordable Housing units,</li> <li>- Number of existing Housing units continued to be made available and affordable,</li> <li>- Zoning, Streamlined Housing Production (including permit streamlining), fees, incentives, and other approaches to increase Housing choices and affordability,</li> <li>- Increase accessible number of units above state law, and/or</li> <li>- Increase in rate of Housing Choice Voucher usage in high opportunity census tracts</li> </ul>	<ul style="list-style-type: none"> <li>- Housing mobility strategies,</li> <li>- Affordable Housing unit production,</li> <li>- Accessible Housing unit production,</li> <li>- Reductions to barriers to higher density Housing, buildings with 4 or more units, and accessibility,</li> <li>- Outreach strategies to address local opposition to Proposed Use</li> </ul>
	- Disadvantaged and Historically Underserved Communities (see Attachment 2)	<ul style="list-style-type: none"> <li>- Number of new Affordable Housing units,</li> <li>- Number of existing Housing units continued to be made available and affordable,</li> <li>- Zoning, Streamlined Housing Production (including permit streamlining), fees, incentives, and other approaches to increase Housing choices and affordability,</li> <li>- Increase accessible number of units above state law</li> <li>- New or enhanced public services and community assets such as parks, schools, social service programs, active transportation, infrastructure, and other community amenities, and/or</li> <li>- Increased access to public services,</li> <li>- Housing-supportive infrastructure services in areas of concentrated poverty or similar areas</li> </ul>	<ul style="list-style-type: none"> <li>- Affordable Housing preservation,</li> <li>- Anti-displacement protections,</li> <li>- Expanded Housing options,</li> <li>- Housing-supportive infrastructure</li> </ul>

Reducing Vehicle Miles Traveled	<ul style="list-style-type: none"> <li>- Infill areas (see Attachment 2)</li> </ul>	<ul style="list-style-type: none"> <li>- Estimate for VMT reduced Per Capita</li> <li>- Number of distinct land uses within the site,</li> <li>- Number of distinct land uses around the site,</li> <li>- Number of surrounding connections,</li> <li>- Mix of Housing unit types or sizes,</li> <li>- New or enhanced transit services,</li> <li>- Increased transit frequencies and/or ridership,</li> <li>- New pedestrian or bicycle pathways, and/or</li> <li>- Limited off-street parking</li> </ul>	<p>Land use planning, policies, or investment strategies that result in increasing:</p> <ul style="list-style-type: none"> <li>- Population and employment densities,</li> <li>- Land use mix,</li> <li>- Street network connectivity,</li> <li>- Linkages and pathways with active transportation infrastructure,</li> <li>- Accessibility between destinations, and/or</li> <li>- Contiguity of land uses and transportation networks</li> </ul>
		<p>Transportation planning, policies, and investment strategies:</p> <ul style="list-style-type: none"> <li>- Increased transit services and access,</li> <li>- Building at walkable community scales,</li> <li>- Enhanced pedestrian and bicycling safety measures,</li> <li>- Protected pedestrian and bicycling amenities, and/or</li> <li>- Multimodal infrastructure connections with multimodal-mobility transportation systems.</li> </ul>	
	<p><a href="#">Appendix F Final Environmental Analysis (ca.gov)</a></p>		

Budget Amendment No.

Fiscal Year 2026

Reference Resolution No . 2026- , dated February 9, 2026, authorizing appropriations for

REAP 2.0 funds receipt and increasing expenditures for the Housing Element programs and updating the Downtown Specific Plan and Planning Services.

as follows:

## Appropriations:

Fund Name	Org.	Object	Project (if appl.)	Appropriation Amount
Federal Grant Contracted Services	21075	029900		\$ 320,967.00

Requested Appropriation	\$ 320,967.00
Current Appropriation	
Total Appropriation	\$ 320,967.00

## Estimated Revenues:

Fund Name	Org.	Object	Project (if appl.)	Appropriation Amount
Federal Grant Revenue	21075	005646		\$ 320,967.00

Additional Estimated Revenue	\$ 320,967.00
Current Estimated Revenue	
Total Estimated Revenue	\$ 320,967.00

Fiscal Impact: approving a budget amendment for FY2025-2026 to appropriate funds for the REAP 2.0 suballocation from StanCOG.





## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** February 9, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Douglas D. Dunford, City Manager  
[Doug.Dunford@ceres.gov](mailto:Doug.Dunford@ceres.gov) (209) 538-5751

**SUBJECT:** **Resolution No. 2026-XXX, Approving a Professional Services Agreement with EMC Planning Group, Inc. to Perform Professional Planning Services Related to the Implementation of the 6<sup>th</sup> Cycle 2023-2031 Housing Element and an Update to the Downtown Specific Plan and Authorizing the City Manager to Execute the Agreement**

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### **RECOMMENDED COUNCIL ACTION:**

Staff recommends that the City Council authorize the City Manager to enter into a Professional Services Agreement with EMC Planning Group, Inc. to perform Professional Planning Services related to the implementation of the 6<sup>th</sup> Cycle 2023-2031 Housing Element and update to the Downtown Specific Plan.

#### **I. BACKGROUND:**

The City of Ceres received \$320,967.00 in a REAP 2.0 suballocation, and staff would like to utilize these funds to implement the 6<sup>th</sup> Cycle 2023-2031 Housing Element programs as well as update the Downtown Specific Plan to align with the Housing Element actions and facilitate residential development that will ultimately support and complement the future ACE Train station. The REAP 2.0 funds can only be spent on eligible activities. Implementing approved Housing Element programs to achieve affordable housing in the community and facilitating infill development near transit stations throughout the community are the two primary objectives of the REAP 2.0 goal. By completing the majority of the programs in the Housing Element and updating the Downtown Specific Plan to support infill development and the ACE Train, staff will be facilitating the development of affordable housing and creating infill housing opportunities in the Downtown, thereby accomplishing two major objectives of the REAP 2.0 grant.

The Community Development Department is short staffed and is unable to implement the programs of the Housing Element in a timely manner and needs the additional support of a consultant to adhere to the yearly progress report schedule required by HCD. Every

April, staff must report to HCD on the status of units built in the community and the progress of Housing Element program implementation. Meeting this yearly requirement to show progress on Housing Element progress will be difficult if not impossible without the help of a consultant.

In order to receive the REAP 2.0 funds staff needed to produce an additional project that would also support infill development and reduced vehicle miles traveled in the community. Given the policies being implemented in the Housing Element, it made logical sense to update the Downtown Specific Plan to incorporate these policies into the fabric of the plan to spur affordable infill development in the Downtown, an area that will be served by the ACE train in the future.

Staff would like to contract with EMC Planning Group, Inc. as they are the consultants that worked on the Housing Element and have first-hand knowledge of the Element and the City's required programming. Their expertise and familiarity with the City's Housing Element will make this an expedited and economical process for the City.

## **II. REASONS FOR RECOMMENDATION:**

The City of Ceres was the third city in Stanislaus County to have a certified Housing Element. Many cities in the County are still waiting for the certification of their Element. Given the great success EMC Planning Group had for the City of Ceres, it makes sense that they continue to assist the City with the implementation of the Housing Element programs and policies and to update the Downtown Specific Plan to incorporate those policies. The consultant's proposal covers a majority of the Housing Element programs that need to be implemented by December 31, 2031. The only reason the scope does not cover all 44 programs is that the REAP 2.0 funds need to be spent by December 31, 2026, and the additional programs cannot be completed in this timeline. The consultant's scope identifies the work that can be accomplished in this short timeline.

Generally, the programs being implemented for the Housing Element will involve updates to the Ceres Municipal Code that facilitate the development of affordable housing throughout the City. The update to the Downtown Specific Plan will include a site inventory and a new residential infill strategy that will establish a focused framework for facilitating infill housing near the planned ACE Train station, promote multimodal connectivity, and align with the City's Housing Element and long-term vision for a vibrant, mixed-use downtown.

## **III. FISCAL IMPACTS:**

EMC Planning Group's Scope of Work identifies a total cost of \$290,214.00, which includes a 10% contingency, for implementing the Housing Element programs and updating the Downtown Specific Plan. This contract will be fully funded through the REAP 2.0 allocation. There is no impact to the General Fund associated with this request.

## **IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

N/A

**V. POLICY ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

N/A

**VII. PUBLIC PARTICIPATION:**

N/A

**VIII. ENVIRONMENTAL REVIEW:**

The agreement between the consultant and the City is not a project under CEQA and is therefore exempt from environmental review.

**IX. STEPS FOLLOWING APPROVAL:**

If the City Manager is authorized to enter into the contract with EMC, the contract will be signed and the consultant will begin the proposed scope of work. The REAP 2.0 funds must be spent by December 31, 2026.

Approved by:



Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Resolution
2. Attachment B – Professional Services Agreement with EMC
3. Attachment C – EMC Scope of Work

RESOLUTION NO. 2026-XXX

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH EMC PLANNING GROUP, INC. TO PERFORM PROFESSIONAL PLANNING SERVICES RELATED TO THE IMPLEMENTATION OF THE 6<sup>th</sup> CYCLE 2023-2031 HOUSING ELEMENT AND AN UPDATE TO THE DOWNTOWN SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

**THE CITY COUNCIL**  
City of Ceres

**WHEREAS**, state law requires the City to update its Housing Element by December 31, 2023, to identify programs that can accommodate sufficient housing capacity per the City's Regional Housing Needs Assessment (RHNA) allocation to the satisfaction of the State Department of Housing and Community Development (HCD); and

**WHEREAS**, on March 24, 2025, the City of Ceres City Council adopted its 2023-2031 Housing Element in compliance with State of California Housing Element Law (Government Code Section 65580 et. seq.); and

**WHEREAS**, the Housing Element identifies housing needs, establishes goals, policies, and programs, and provides a comprehensive strategy for accommodating the City's share of the regional housing needs (RHNA); and

**WHEREAS**, the City is required to submit an annual progress report in April of each year to HCD identifying how the City is implementing the programs and policies of the Housing Element; and

**WHEREAS**, the Community Development department lacks the necessary staff to complete the programs in the Housing Element to the satisfaction of HCD and requires outside professional assistance to complete the necessary programs listed in the adopted Housing Element; and

**WHEREAS**, the City was recently awarded REAP 2.0 funds which can be used to pay a consultant to help City staff implement the Housing Element programs and other infill planning activities in order to be in compliance with State Housing Element Law; and

**WHEREAS**, EMC Planning Group provided professional planning services to the City of Ceres and helped the City become the third City in Stanislaus County to have a certified Housing Element; and

**WHEREAS**, given EMC's first-hand knowledge of the City's Housing Element Policies and Programs as the authors of the Housing Element, it is the most logical and economical choice to work with EMC Planning group to complete the necessary programs for Housing Element compliance; and

**ATTACHMENT A**

**WHEREAS**, given EMC Planning Group's familiarity with the City's housing programs and policies through their work with the Housing Element, they will be able to help with a second REAP 2.0 project that involves revising the Downtown Specific Plan to align with the approved Housing Element to facilitate residential development that support and complements the planned ACE train improvements; and

**WHEREAS**, EMC Planning Group has the requisite skill and knowledge to complete the outlined programs in attached Scope of Work over the next year; and

**WHEREAS**, staff, in conjunction with the city attorney, has developed an Agreement for Professional Services that is agreeable to both the City of Ceres and EMC Planning Group, Inc., which Agreement is on file in the office of the City Clerk; and

**WHEREAS**, EMC Planning Group, Inc. has submitted a reasonable schedule to complete this project at a cost of \$290,214.00 which will be fully reimbursable through the REAP 2.0 grant with no impact to the General Fund.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ceres does hereby approve a professional services agreement with EMC Planning Group, Inc. to perform professional planning services related to the implementation of the 6<sup>th</sup> Cycle 2023-2031 Housing Element and an update the Downtown Specific Plan and authorizes the City Manager to execute the agreement.

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on the 9<sup>th</sup> day of February 2026, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

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Javier Lopez, Mayor

ATTEST:

---

Fallon Martin, City Clerk

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CERES AND EMC PLANNING GROUP, INC.**

**THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_ day of February, 2026, by and between the City of Ceres, a municipal corporation of the State of California (“City”), whose address is 2220 Magnolia Street Ceres, California 95307 and EMC Planning Group, INC., (“Professional”), whose address is 601 Abrego Street, Monterey, CA 93940 (each individually a “Party” and collectively the “Parties”). There are no other parties to this Agreement.

**RECITALS**

**A.** City seeks to hire an independent contractor to perform professional planning services to implement the 2023-2031 Housing Element programs and policies and update to the Ceres Downtown Specific Plan.

**B.** Professional has made a proposal to City to provide such services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** (“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 rates and method of payment to Professional for its performance of the Services under this Agreement, 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**

**Section 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 29 of this Agreement, Sections 1 through 29 shall prevail. In the event of any inconsistency between Exhibit A and this Agreement, this Agreement shall prevail.

**Section 2. Term.** This Agreement shall be in place for eighteen (18) months after the Effective Date (the “Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

**Section 3. Effective Date.** This Agreement shall become effective February \_\_, 2026 (“Effective Date”) and only once all of the Parties have executed the Agreement.

**Section 4. Compensation.**

**4.1. Amount, Time, and Manner of Payment for Professional Services.** City shall pay Professional according to the rates and timing set forth in **Exhibit A**. City’s total compensation to Professional for professional planning services and the implementation of the 2023-2031 Housing Element program and policies and Ceres Downtown Specific Plan shall not exceed Two Hundred {CW117517.2}

Ninety Thousands Two Hundred Fourteen Dollars (\$290,214) ("Maximum Payment") unless the Parties mutually agree in writing otherwise.

Personnel assigned by Professional to perform under this Agreement have no Employer-Employee relationship with the City, but are employees of Professional, who is ultimately responsible for providing salary, benefits, workers compensation insurance, local travel and miscellaneous office expenses within the above-listed hourly rate.

**4.2. Subsequent Payments.** City shall make 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.

**4.3. Invoices.** Professional shall provide City with invoices sufficiently evidencing Professional's justification for payment, 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. Professional shall submit all billings for Services to City within thirty (30) days of when payment is due. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

**Section 5. Time of Performance.** The time of performance is a material term of this Agreement relied on by City in entering into this Agreement. Professional understands and agrees that work performed under this Agreement is required to be completed according to strict time constraints as outlined in the City Municipal Code and State law.

**Section 6. City Assistance to Professional.** Professional shall, at its sole cost and expense, furnish all facilities, equipment, materials, information, personnel, and administrative assistance which may be required to perform its obligations under this Agreement, with the exception of items of City assistance specified in **Exhibit A**. City shall furnish to Professional only the facilities, equipment, materials, information, personnel, and administrative assistance specified in **Exhibit A**. Notwithstanding the foregoing, City shall cooperate with Professional and shall not actively interfere with Professional's performance of Services under this Agreement.

**Section 7. 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 this Agreement.

**Section 8. 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 shall 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.

**Section 9. Representations of Professional.** City relies upon the following representations by Professional in entering into this Agreement:

**9.1. Qualifications.** Professional represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary licenses, 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 (as approved by City under Section 8 of this Agreement) are similarly licensed and qualified. 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.

**9.2. Professional Performance.** Professional represents and warrants 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 and shall be free from any defects. 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.

**9.3. No Waiver of Claims.** The granting of any payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City 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.

**9.4. 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.

**9.5. 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.

**9.6. 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) Any similar failure which is due solely to the acts or omissions of the Professional.

**Section 10. 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 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 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.

**Section 11. 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.

**Section 12. 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.

**Section 13. 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 Services are resumed, the Professional's compensation shall be equitably adjusted by the City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information as in the judgment of the City Manager (or his or her designee) is necessary to determine

the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Professional is 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 Section 20. 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 the City shall continue to make payments for the Services in progress as required by this Agreement.

**Section 14. Ownership of Work Product.** Any and all work, artwork, copy, photographs, videotapes, audiotapes, software, reports, 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 that 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 they are 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.

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.

**Section 15. 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 work prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement after Professional has commenced any Services 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, as 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 the City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with Section 20.

(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.

**Section 16. 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.

**Section 17. Cancellation for Breach by Either Party.** Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

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

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

In the event of cancellation by either Party, copies of all finished or unfinished Products shall become the property of City.

**Section 18. Non-Discrimination.** In its performance of the Services, Professional shall adhere to the 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."

**Section 19. 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 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 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.

**Section 20. 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 the City with written proof of said insurance. Professional shall maintain coverage as follows:

**20.1. 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 work performed under this Agreement or the general aggregate shall be Two Million Dollars (\$2,000,000.00).

**20.2. Worker's 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 Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

**20.3 Errors and Omissions Liability.** Professional shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) 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 the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**20.4. Commercial Automobile Liability.** Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

**20.5. 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.

**Section 21. 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 worker’s 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 worker’s 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 the Professional; products and completed operations of the Professional; premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to the City; (c) 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; (d) contain standard separation of insured provisions; and (e) 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 the City.

**Section 22. Indemnification by Professional.** To the fullest extent permitted by law Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless the 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.

**Section 23. 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.

**Section 24. 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.

**Section 25. 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.

**Section 26. 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.

**Section 27. Notices.** Any notice or communication required hereunder between City and Professional must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. 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: Community Development Department  
2220 Magnolia Street  
Ceres, California 95307  
Attention: Julian Aguirre  
Tel: (209) 538-5773

With courtesy copies to: City of Ceres  
2220 Magnolia Street  
Ceres, California 95307  
Attention: City Manager

Tel: (209) 538-5751  
Fax: (209) 538-5780

and

White Brenner LLP  
1414 K Street, 3<sup>rd</sup> Floor  
Sacramento, California 95814  
Attention: Nubia Goldstein  
Tel: (916) 468-0946  
Fax: (916) 468-0951

If to Professional:

EMC Planning Group, INC.  
601 Abrego Street  
Monterey, CA 93940  
Attention: Michael Groves, President and Senior Principal  
Tel: 209-831-649-1799

**Section 28. Exhibits.** All “Exhibits” referred to below or attached to herein are by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
<b>Exhibit A:</b>	<b>Scope of Work</b>

**Section 29. General Provisions.**

**29.1. 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.

**29.2. Waiver.** No covenant, term, 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.

**29.3. 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 the 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.

**29.4. 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.

**29.5. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**29.6. Venue.** Venue for all legal proceedings shall be in the Superior Court of California for the County of Stanislaus.

**29.7. 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.

**29.8. 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.

**29.9. 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.

**29.10. 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.

**29.11. 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.

**29.12. Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

**29.13. 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.

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

**29.15. Attorney's Fees and Costs.** If any action, at law or in equity, 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.

**29.16. 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.

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

**IN WITNESS WHEREOF**, this Agreement has been entered into by and between City and Professional as of the Effective Date.

**CITY:**

City of Ceres, a municipal corporation of the  
State of California

By: \_\_\_\_\_  
Douglas D. Dunford, City Manager

Date Signed: \_\_\_\_\_

**PROFESSIONAL:**

EMC Planning Group, INC.  
601 Abrego Street  
Monterey, CA 93940

By: \_\_\_\_\_  
Michael Groves, AICP

Date Signed: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Nubia I. Goldstein, City Attorney

Attest:

By: \_\_\_\_\_  
Fallon Martin, City Clerk

**EXHIBIT A**

**Scope of Services & Cost**



*Planning for Success.*

November 20, 2025

Lea Simvoulakis  
Community Development Director  
City of Ceres  
2220 Magnolia St  
Ceres, CA 95307

Re: City of Ceres 2023-2031 6<sup>th</sup> Cycle Housing Element Implementation & Ceres  
Downtown Specific Plan Residential Infill Development Amendment

Dear Lea:

Thank you for requesting a scope of services to assist the City with implementation of the 6<sup>th</sup> Cycle 2023-2031 Housing Element, as well as a scope of services to amend the City's 2011 Downtown Specific Plan. This letter includes a scope of services and budgets for both.

## **Housing Element Implementation**

EMC Planning Group understands that the City has received REAP 2.0 funding and intends to utilize these funds to implement the 6<sup>th</sup> Cycle 2023–2031 Housing Element (Housing Element). The City has requested a scope of work and cost estimate to guide near-term planning work and ensure timely progress on Housing Element implementation.

The tasks outlined in the attached scope of work are anticipated to be completed by December 2026, contingent upon timely City staff review and scheduling of Planning Commission and City Council meetings within this timeframe.

## **Ceres Downtown Specific Plan Amendment**

EMC Planning Group understands that the California Department of Housing and Community Development (HCD) has directed the City to align Housing Element actions with the Downtown Specific Plan to facilitate residential development that supports and complements the planned ACE Train station.

In response, EMC Planning Group proposes a targeted amendment to the 2011 Downtown Specific Plan that introduces a Residential Infill Development Strategy as a distinct new

**EMC PLANNING GROUP INC.**  
A LAND USE PLANNING & DESIGN FIRM

*Lea Simvoulakis, Community Development Director  
City of Ceres  
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chapter. This new chapter will establish a focused framework to facilitate infill housing near the planned ACE Train station, promote multimodal connectivity, and align with the City's Housing Element and long-term vision for a vibrant, mixed-use downtown.

To maintain internal consistency, limited updates to the following existing chapters are also proposed:

- Chapter 1 – Introduction;
- Chapter 3 – Vision, Goals, and Concept;
- Chapter 5 – Policies; and
- Chapter 10 – Implementation.

The attached scope of work ensures alignment between the City's housing objectives and the Downtown Specific Plan framework, while strengthening implementation actions that facilitate residential development opportunities near the planned ACE Train station. This streamlined approach allows the City to integrate a focused infill housing strategy without requiring comprehensive revisions to the entire Specific Plan. The result will be a concise, implementable amendment that positions Downtown Ceres to support transit-oriented growth and expand housing opportunities consistent with the City's long-term vision.

## **Scope of Work**

The attached scope of work and budget is proposed to support the City's implementation of select Housing Element programs. The Housing Element programs included were divided into Phases based on required implementation timelines set in the Housing Element and the opportunity to package related Municipal Code amendments for consistency and efficiency during recommendation and adoption hearings before decision-makers. Additionally, this scope of work includes a targeted amendment to the Ceres Downtown Specific Plan.

### ***Task 1 Project Management***

This task includes project administration and task management, including up to eight hours of virtual meetings for both Housing Element implementation and amendment of the Downtown Specific Plan.

### ***Task 2 Project Initiation***

This task includes one kick-off meeting with City staff to refine the scope of work for both Housing Element implementation and amendment of the Downtown Specific Plan.

*Lea Simvoulakis, Community Development Director  
City of Ceres  
November 20, 2025, Page 3*

### ***Task 3 Housing Element Program Implementation Phase 1***

This task includes the implementation of Housing Element programs with an EMC estimated completion date of March 2026. Programs included in this implementation phase include program 1.7, 1.14, 3.7, and 3.15.

EMC Planning Group will draft the ordinance updates for these programs and submit them to City staff for review. City staff will provide one consolidated set of comments per ordinance, which EMC Planning Group will incorporate into the final versions.

### ***Task 4 Housing Element Program Implementation Phase 2***

This task includes the implementation of Housing Element programs with an EMC estimated completion date of June 2026. Programs included in this implementation phase include program 1.9 and 3.11.

EMC Planning Group will draft the ordinance updates for these programs and submit them to City staff for review. City staff will provide one consolidated set of comments per ordinance, which EMC Planning Group will incorporate into the final versions.

### ***Task 5 Housing Element Program Implementation Phase 3***

This task includes the implementation of Housing Element programs with an EMC estimated completion date of October 2026. Programs included in this implementation phase include program 1.3, 1.5, 1.6, 1.8, 1.12, 1.13, 2.5, 2.6, 3.14.

EMC Planning Group will draft the ordinance and programmatic updates for these programs and submit them to City staff for review. City staff will provide one consolidated set of comments per ordinance, which EMC Planning Group will incorporate into the final versions.

### ***Task 6 Housing Element Program Implementation Phase 4***

This task includes the implementation of Housing Element programs with an EMC estimated completion date of December 2026. Programs included in this implementation phase include program 1.4, 1.15, 2.4, 3.4, 3.13, 2.1, 2.3, 5.1, 3.1, 3.2, 3.3, 3.8, 5.2, 5.3, and 5.5.

EMC Planning Group will draft the ordinance and programmatic updates for these programs and submit them to City staff for review. City staff will provide one consolidated set of comments per ordinance, which EMC Planning Group will incorporate into the final versions.

*Lea Simvoulakis, Community Development Director  
City of Ceres  
November 20, 2025, Page 4*

### ***Task 7 Downtown Specific Plan Residential Infill Development Strategy***

A new standalone chapter will be added to the Downtown Specific Plan to clearly identify and promote a Residential Infill Development Strategy focused on sites within the downtown and in proximity to the planned ACE Train station. The City will need to provide a Word version of the Downtown Specific Plan, including access to graphics that can be modified, as needed.

This chapter will include:

- A site inventory of suitable parcels between 0.5 and 10 acres that offer near-term potential for infill housing;
- A summary of the ACE Train plans, station design, and timeline for development, emphasizing its connection to creating a multimodal downtown environment;
- Policies and programs that aim to remove barriers to infill housing, streamline approvals, and encourage mixed-use residential development near transit; and
- Implementation measures that align with the City's Housing Element and regional mobility objectives.

This chapter will function as the primary amendment to the plan, integrating seamlessly with the existing framework and minimizing the need for extensive edits across other plan sections.

### ***Task 8 Downtown Specific Plan Targeted Conforming Edits to Existing Chapters***

To ensure internal consistency, EMC Planning Group will prepare limited conforming updates to key chapters, including Introduction, Vision, Goals, and Concepts, Policies, and Implementation, to reference and support the new Residential Infill Development Strategy, as well as provide context for the planned ACE Train. These edits will be concise and limited to cross-referencing the new chapter, updating plan intent, and ensuring alignment with the Housing Element.

### ***Task 9 Downtown Specific Plan CEQA Compliance***

The Housing Element Initial Study provides sufficient environmental coverage, and therefore, no additional CEQA documentation is anticipated for implementation of Housing Element programs.

Because the proposed amendments to the Ceres Downtown Specific Plan are limited in scope and do not include changes to land use designations, zoning, or development densities, preparation of an addendum to the certified Downtown Specific Plan Final Environmental Impact Report (EIR) is anticipated to provide adequate environmental documentation. Should the project scope later expand to include amendments to land use

*Lea Simvoulakis, Community Development Director  
City of Ceres  
November 20, 2025, Page 5*

designations, zoning, or residential or nonresidential densities that could increase development potential beyond what was previously analyzed in the EIR, an initial study would be required to evaluate whether additional environmental review is necessary. The cost for an environmental initial study or any other environmental documentation that is determined to be necessary beyond what is referenced above (no CEQA documentation for the Housing Element Implementation and an addendum to the Downtown Specific Plan EIR for modifications to the specific plan) will require a new scope and budget.

### ***Task 10 Community Engagement and Outreach***

EMC Planning Group will support the City in preparing materials for community engagement and outreach activities, at the City's discretion. EMC recommends conducting at least one workshop or study session with the Planning Commission and general public to inform decision-makers and the community about both efforts—the Housing Element implementation and the Downtown Specific Plan amendment.

At the City's discretion, EMC Planning Group staff will attend up to two public workshops (one for each project), in addition to public hearings outlined in Task 11.

### ***Task 11 Public Hearings***

#### **Housing Element Implementation**

EMC Planning Group will assist the City in preparing materials for public hearings, including public hearing notices, staff reports, ordinance packages, and presentations. This task includes a maximum of 10 collaborative meetings between EMC Planning Group and City staff leading up to public hearings.

At the City's discretion, EMC Planning Group staff will attend a maximum of 12 public hearings (four Planning Commission and eight City Council hearings) to include the first and second reading of each ordinance package. This assumes that implementation will follow the phasing outlined in the attached scope of work (Phases 1-4). EMC Planning Group will attend the first reading of each ordinance package in person (a total of four meetings) and, at the City's discretion, will attend the second readings virtually.

#### **Ceres Downtown Specific Plan Amendment**

EMC Planning Group will assist City staff in preparing materials for up to two public hearings (Planning Commission and City Council), including staff reports, presentation slides, and notices. At the City's discretion, EMC Planning Group staff will attend a maximum of two public hearings (one Planning Commission and one City Council hearing). EMC Planning Group staff will attend both the Planning Commission hearing and the City Council hearing in person, at the City's discretion.

*Lea Simvoulakis, Community Development Director  
City of Ceres  
November 20, 2025, Page 6*

### ***General Scope of Work Assumptions***

The scope of work budget assumes that EMC Planning Group will prepare the following:

- Municipal Code update that incorporates Housing Element programs outlined in the attached scope of work;
- Draft adoption ordinance, staff reports, and supporting findings and evidence for Planning Commission and/or City Council consideration;
- Materials that support Housing Element outreach and city staff support;
- Downtown Specific Plan standalone chapter and other consistency changes;
- Addendum to the certified Downtown Specific Plan Final Environmental Impact Report;
- No environmental documentation will be prepared for Housing Element implementation;
- Meetings attended by EMC Planning Group will be virtual unless otherwise stated in the scope of work; and
- All comments received from the City will be provided in one consolidated set for each deliverable as described in the scope of work.

The scope of work assumes the following:

- All materials are assumed to be reviewed by the Community Development Director or Planning Staff and the City Attorney prior to consideration by the Planning Commission and City Council. EMC Planning Group assumes one set of consolidated comments to respond to and incorporate into the ordinances/documents.

### **Budget**

A detailed budget for the scope of work is attached, requesting a total of \$290,214.00 (including a 10 percent contingency) to implement the Housing Element programs identified in the attached scope, including necessary amendments to the City's Municipal Code and a targeted amendment to the 2011 Downtown Specific Plan as described herein.

EMC Planning Group looks forward to continuing to support of the City of Ceres' planning efforts. We value our ongoing partnership with the City and are confident that Ceres will make significant progress in implementing its Housing Element in 2026.

Sincerely,

  
Michael Groves, AICP  
President and Senior Principal

Cc: Doug Dunford, City Manager

### **Attachments**

1. Housing Element Scope of Work Tasks 3-6
2. Budget

# Scope of Work

## 2023-2031 6<sup>th</sup> Cycle Housing Element Implementation

### Task 3 (Phase 1)

**Phase 1 estimated completion: March 2026**

**Program 1.7: Amend Zoning Ordinance to align with Density Bonus Law**

- Amend Zoning Ordinance to align with state Density Bonus Law.

**Program 1.14: Adopt Approval Findings for Residential Development**

- Prepare ordinance establishing approval findings for residential development; and
- Amend Zoning Ordinance Title 18 sections to include approval findings where necessary.

**Program 3.7: Low Barrier Navigation Centers**

- Amend the Municipal Code to define Low Barrier Navigation Centers and permit them by-right in zones allowing mixed-use and non-residential zones permitting multi-family uses.

**Program 3.15: Reasonable Accommodation**

- Amend Municipal Code Chapter 18.41.040 to eliminate subjectivity in the review of requests for reasonable accommodation; and
- Amend Municipal Code Chapter 18.34 to clarify the term “aggrieved parties” in relation to reasonable accommodation, and to limit the parties eligible to appeal a request for reasonable accommodation to the applicant or the personal beneficiary.

**Original Phase 1 HE Implementation Deadline: December 2024**

### Task 4 (Phase 2)

**Phase 2 estimated completion: June 2026**

**Program 1.9: Changes to the Zoning Code (extensive list)**

- Amend Zoning Ordinance to:
  - Update the Zoning Code to ensure that allowable locations of residential
  - Prohibit single-family detached residential uses in the R-3, R-4, and R-5 Districts;
  - Codify SB 9 regulations to facilitate new construction on single-family parcels according to Government Code Sections 66452.6, 65852.21 and 66411.7;
  - Establish minimum density requirement of 7 dwelling units per acre in the R-3 Zoning District;
  - Establish minimum density requirement of 12 dwelling units per acre in the R-4 Zoning District;
  - Establish minimum density requirement of 20 dwelling units per acre in the R-5 Zoning District;

- Amend development standards for the R-3, R-4, and R-5 Zoning Districts to permit a minimum lot coverage of 70 percent and maximum front-yard setbacks of 15 feet;
- Increase permitted FAR in R-3 Zoning District to allow a FAR of at least 0.60 for single-story buildings on interior lots and a FAR of at least 0.70 for single-story buildings on corner lots;
- Increase permitted FAR in R-4 Zoning District to allow a FAR of at least 0.70 for single-story buildings on corner lots;
- Increase permitted FAR in R-5 Zoning District to allow a FAR of at least 0.70 for single-story buildings on corner lots;
- Reduce parking standards for R-3, R-4, and R-4 Zoning Districts to require one and a half (1.5) parking spaces regardless of the number of bedrooms and further reduce to on-half (0.5) parking spaces for affordable residential units;
- Identify height limit for the M-1 Zoning District of a maximum of 50 feet requiring no Planning Commission approval;
- Remove the on-site improvement requirement for a wall or vegetative barrier for multi-family projects located adjacent to single-family uses;
- Add the definition for Single Room Occupancy (SROs), and permit SROs by-right, requiring no discretionary review in all zones that allow mixed-uses;
- Eliminate open space and parking requirements for SROs;
- Permit mobile and manufactured housing in all zones (specifically the R-A Zone) where single-family residential is allowed, in compliance with Government Code Section 65852.3(a);
- Amend the definition of emergency shelters in compliance with AB 2339, Statutes of 2022;
- Amend the written development standards for emergency shelters to allow proximity requirements in compliance with Government Code Section 65583(a)(4), such that emergency shelters shall not be required to be more than 300 feet apart;
- Amend the written development standards for emergency shelters to require parking consistent with AB 139, requiring only sufficient parking to accommodate all staff working in the emergency shelter;
- Permit emergency shelters by-right in the Highway Commercial Zone (H-1) and PC Zone with Service Commercial General Plan Designation;
- Review all development standards, related to emergency shelters, and make necessary revisions to ensure consistency with State Law;

- Permit residential care facilities serving six or fewer persons as a single-family use, subject only to the generally applicable, nondiscriminatory health, safety, and zoning laws that apply to all single-family residences; and
- Permit residential care facilities serving seven or more persons in all zones allowing residential uses, only subject to requirements of other residential uses of the same type in the same zone.

**Program 3.11 Employee Housing**

- Amend Zoning Ordinance to permit employee housing for six or fewer persons as other single-family uses of the same type in the same zone across all zones that allow single-family residential uses in compliance with the California Employee Housing Act; and
- Amend Zoning Ordinance to define employee housing consisting of no more than 12 units or 36 beds to be permitted in the same manner as other agricultural uses in the same zone (Section 17021.6).

**Original Phase 2 HE Implementation Deadline: January 2025**

**Task 5 (Phase 3)**

**Phase 3 estimated completion: October 2026**

**Program 1.3 Smaller Minimum Lot Sizes**

- Amend the Zoning Ordinance minimum lot size requirement for single-family dwelling units to 5,000 square feet in the R-2 District.

**Program 1.5: Promote ADUs and Update ordinance**

- Amend ADU Ordinance to comply with state law.
- Prepare guidance materials and content for a FAQ webpage for posting on the City website.

**Program 1.6: Zoning for Transitional and Permanent Supportive Housing**

- Amend the Municipal Code to allow supportive housing by-right, requiring no discretionary review in zones where multi-family and mixed-uses are permitted, including nonresidential zones permitting multi-family uses.

**Program 1.8: Streamline Permit Processing Procedures**

The Municipal Code will be updated to simplify and clarify both the required permit type(s) for multi-family residential uses and the decision-making authority. Additionally, the City will develop an associated easy-to-read handout that clearly illustrates the process and develop a universal application for planning permits. These changes will increase certainty and improve the transparency of entitlement procedures.

The City will also complete the following actions:

- Establish permit processes that take 4 months or less;

- Streamline permit procedures to minimize the levels of review and approval required for projects;
- Establish a single point of contact across departments in which entitlements are coordinated through City approval functions from entitlement application to certificate of occupancy;
- Establish a standardized application form for all entitlement applications;
- Limit the total number of required hearings for any project to three or fewer; and
- Publicly post status updates on project permit approvals on the City website

**Program 1.12: Whitmore Ranch Specific Plan**

EMC staff will work with city staff on the following:

- Reducing planning permit entitlement fees for affordable housing projects with deed-restricted units by 50 percent;
- Deferring payment of impact fees until prior to issuance of Certificate of Occupancy;
- Expediting planning review and processing for affordable housing projects;
- Offering technical assistance and resources, such as navigating regulatory requirements to ensure maximum development potential is achieved; and
- Proactively pursuing funding opportunities to facilitate the extension of existing infrastructure, including sewer, water, and dry utilities, to support new development.

**Program 1.13: Prepare Checklist and Procedures for SB 35 and SB 330**

- Prepare a SB 35 checklist and written procedures for processing SB 35 applications to ensure efficient and complete application processing; and
- Prepare an application for SB 330 in conformance with State law.

**Program 2.5: Replacement Unit Policy**

- Codify Replacement Unit Policy in accordance with Government Code section 65915, subdivision (c)(3).

**Program 2.6: Reduce Multi-Family Parking Requirements**

- Amend Zoning Ordinance to reduce parking standards for affordable residential units.

**Program 3.14: Family Friendly Housing**

EMC staff will research options to expand regulatory incentives to encourage the development of larger units.

**Original Phase 3 HE Implementation Deadline: June 2025**

## **Task 6 (Phase 4)**

### **Phase 4 estimated completion: December 2026**

#### **Program 1.4: Infill Site Inventory**

EMC will assist the city to create and maintain a citywide inventory/database of potential residential infill sites consisting of:

- Commercial land use designations that allow accessorial residential uses above ground floor retail, such as Neighborhood Commercial (C-1), Community Commercial (C-2), Downtown Mixed Use (DMU), Mixed Use (MX-1/MX-2), and Office/Downtown Office/Administrative Professional (O/DO/A-P) Zoning Districts.

EMC will assist the City to post the inventory on the City's website and provide the inventory at the Planning Division counter.

#### **Program 1.15: Facilitating Development of Nonvacant Sites**

EMC staff will prepare a packet for City staff use to facilitate the following:

- Conduct outreach to property owners and non-profit affordable housing developers to sustain project momentum of nonvacant sites;
- Provide density bonuses in compliance with State law;
- Offer a 50 percent reduction in planning permit entitlement fees for affordable housing projects with deed-restricted units;
- Allow the deferral of impact fee payments until the issuance of a Certificate of Occupancy;
- Expedite planning review and approval for affordable housing projects; and
- Offer technical assistance and resources to navigate regulatory requirements, ensuring the achievement of maximum development potential.

#### **Program 2.4: Preservation of Rental Housing**

- Coordinate with HUD to determine if deed-restrictions are intended to be extended for the 67 units located at Ceres Christian Terrace; and
- Identify state and federal monies to provide subsidized assistance to affordable housing units at-risk of converting to market-rate

#### **Program 3.4: Temporary/Seasonal Farmworker Housing**

- Develop an informational brochure outlining funding sources and City incentives, such as priority processing and waiving fees and make available at the Community Development Department and on the City's website;
- Work with City staff to post and promote the following resources on the City's website:

- Spanish Farmworkers Resource Line;
- Office of Migrant Services (OMS);
- California Rural Legal Assistance;
- Central Valley Opportunity Center; and
- Farm and Food Worker Relief Grant Program.

**Program 3.13: Affordable Housing Water and Sewer Priority**

EMC will develop a water distribution policy to ensure water allocations are directed to units that meet the City's Regional Housing Needs.

**Original HE Implementation Deadline for the above Programs: December 2025**

**Program 2.1: Preserve Mobile Home Parks**

- Draft a Residential Mobile Home Park zoning ordinance that sets conditions on changes of use or conversions of mobile home parks. One Planning Commission and one Council meeting;
- Create a list of applicable state and federal programs designed to preserve affordable housing, including mobile home parks, rent stabilization measures for mobile home parks, and resident ownership programs; and
- Create outreach materials that encourage innovative restoration and rehabilitation efforts for mobile home parks.

**Program 2.3: Housing Rehabilitation Program**

EMC will assist the City with the following:

- Ensure housing rehabilitation funding is pursued and directed toward addressing the community's needs;
- Engage with the Stanislaus County Consortium at least annually to identify priorities and secure resources for housing rehabilitation initiatives; and
- **Optional:** Develop a City housing rehab program and associated materials.

**Program 5.1: Fair Housing**

EMC will complete the following:

- Develop an engagement strategy to promote education and awareness of fair housing law and tenant protections, including source of income, state rent stabilization, just cause eviction regulations, and other related state laws.

**Original HE Implementation Deadline for above Programs: June 2026****Program 3.1: Housing Diversity**

EMC staff will evaluate how the City actions to diversify the housing stock have been implemented and the success of various actions. EMC will identify other zoning amendment or other land use strategies such as zoning with an overall goal of expanding housing opportunities affordable to extremely low, very low, low, and moderate-income households

**Program 3.2: Advocate for Additional State and Federal Financial Commitments to Housing**

EMC staff will support the City's application efforts for CDBG, HOME funds, LITC, ProHousing, and other potential sources of funding.

**Program 3.3: Housing Assistance for Senior Residents**

EMC staff will identify appropriate existing materials and work with City staff to post on the City's website.

**Program 3.8: Affordable Housing for Extremely Low-Income Housing Residents**

EMC staff will develop targeted outreach materials for housing developers of ELI developments to post on the City website including:

- Providing in-kind technical assistance;
- Fee deferrals;
- Expedited/priority processing;
- Identifying grant and funding opportunities;
- Applying for or supporting applications for funding on an ongoing basis; and
- Reviewing and prioritizing local funding for developments that include housing for ELI households and/or offering additional incentives to supplement the density bonus provisions in State law.

**Program 5.2: Housing Choice Voucher**

EMC staff will coordinate with City staff to ensure brochures and outreach materials are available at City Hall.

**Program 5.3: First-time Home Buyer Downpayment Assistance**

EMC staff will support the City in publicizing this program to residents on the City's website with other housing information.

**Program 5.5: Place-Based Strategies to Support Economic Mobility**

EMC staff will assist City staff in the following:

- Meet with at least two community-based partners biannually to expand job opportunities, provide job readiness training, and support services such as resume building and interview preparation to increase the household incomes for very low-income households;
- Collaborate with the Chamber of Commerce to encourage local employers to identify and advertise well-paying entry-level positions to Below Market Rate (BMR) tenants in Ceres; and
- Partner with job readiness service providers to promote training programs and job openings to BMR tenants and property managers at least twice per year.

**Original HE Implementation Deadline for above Programs: June 2026**

## City of Ceres 6th Cycle Housing Element Implementation &amp; Downtown Specific Plan Amendment

Task	EMC Planning Group Inc.								
	Senior Principal	Principal	Associate Planner	Desktop Publisher	Graphics	Production Manager	Admin./ Production	Total Hours	Total Cost
Staff									
Billing Rate (Per Hour)	\$295.00	\$275.00	\$195.00	\$175.00	\$150.00	\$165.00	\$125.00		
Task 1 Project Management	10.0	45.0	15.0	0.0	0.0	3.0	5.0	78.0	\$19,370.00
Task 2 Project Initiation	2.0	2.0	2.0	0.0	0.0	0.0	0.0	6.0	\$1,530.00
Task 3 Program Implementation Phase 1	1.0	8.0	16.0	0.0	0.0	1.0	1.0	27.0	\$5,905.00
Task 4 Program Implementation Phase 2	2.0	20.0	40.0	0.0	0.0	1.0	1.0	64.0	\$14,180.00
Task 5 Program Implementation Phase 3	2.0	25.0	65.0	0.0	0.0	2.0	1.0	95.0	\$20,595.00
Task 6 Program Implementation Phase 4	6.0	60.0	125.0	0.0	0.0	8.0	1.0	200.0	\$44,090.00
Task 7 Downtown Specific Plan Residential Infill Development Strategy	0.0	55.0	95.0	0.0	7.0	8.0	1.0	166.0	\$36,145.00
Task 8 Downtown Specific Plan Targeted Conforming Edits to Existing Chapt	1.0	30.0	50.0	0.0	0.0	4.0	0.0	85.0	\$18,955.00
Task 9 Downtown Specific Plan CEQA Compliance	12.0	0.0	35.0	0.0	4.0	4.0	1.0	56.0	\$11,750.00
Task 10 Community Engagement and Outreach	0.0	52.0	70.0	10.0	10.0	0.0	2.0	144.0	\$31,450.00
Task 11 Public Hearings	0.0	158.0	50.0	0.0	0.0	8.0	3.0	219.0	\$54,895.00
<b>Subtotal (Hours)</b>	36.0	455.0	563.0	10.0	21.0	39.0	16.0	<b>Total Hours</b>	<b>Total Cost</b>
<b>Subtotal (Cost)</b>	\$10,620.00	\$125,125.00	\$109,785.00	\$1,750.00	\$3,150.00	\$6,435.00	\$2,000.00	<b>1140.0</b>	<b>\$258,865.00</b>

Additional Costs	
Production/Printing Costs	\$1,000.00
Travel Costs	\$3,250.00
Postal/Deliverables	\$0.00
Miscellaneous	\$500.00
<b>Administrative Overhead 15%</b>	<b>\$712.50</b>
<b>Total</b>	<b>\$5,462.50</b>

Contingency	
Contingency 10%	\$25,886.50
<b>Total</b>	<b>\$25,886.50</b>

<b>Total Costs</b>	<b>\$290,214.00</b>
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NOTE: This proposal is valid for 90 days



## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** February 9, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Vanessa L Portillo, Finance Director  
[Vanessa.portillo@ceres.gov](mailto:Vanessa.portillo@ceres.gov), (209) 538-5764

**SUBJECT:** **Resolution No. 2026-XXX, Approving the Donation of \$5,000 to Lloyd R. Smith Veterans of Foreign Wars (VFW) Post 10293 as Designated by Councilmember James Casey**

### **RECOMMENDED COUNCIL ACTION:**

Staff recommends the City Council adopt a Resolution authorizing the award of \$5,000 donation to Lloyd R. Smith VFW Post 10293 as designated by Councilmember James Casey in accordance with the City Council approved Donation Policy.

#### **I. BACKGROUND:**

On October 27, 2025, through Resolution 2025-130, the City Council adopted a Donation Policy establishing guidelines and procedures for councilmembers to distribute donation awards to eligible agencies. The policy authorizes each Councilmember to award a donation of up to \$5,000 per fiscal year to an eligible nonprofit organization that serves a public purpose and provides a benefit to the community.

#### **II. REASONS FOR RECOMMENDATION:**

Councilmember James Casey has requested for his annual allocated donation funds be awarded to Lloyd R Smith VFW Post 10293. Staff has reviewed the request and verified that:

- The organization qualifies as an eligible nonprofit under the Donation Policy,
- The organization's mission and activities serve a public purpose,
- The requested donation amount does not exceed the \$5,000 annual limit, and
- Donation Award Agreement has been submitted.

The donation to VFW Post 10293 will assist the agency to continue operations and presence within the community.

**III. FISCAL IMPACTS:**

The \$5,000 donation will be funded through the Council Donation budget, which was approved as part of the Fiscal Year 2025/2026 Adopted Budget. There is no additional fiscal impact to the City.

**IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

N/A

**V. POLICY ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

N/A

**VII. PUBLIC PARTICIPATION:**

N/A

**VIII. ENVIRONMENTAL REVIEW:**

N/A

**IX. STEPS FOLLOWING APPROVAL:**

Upon City Council approval, the Finance Department will process and issue the \$5,000 donation payment to Lloyd R Smith VFW Post 10293 in accordance with the City's Donation Policy.

Approved by:



Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Resolution
2. Attachment B – Donation Award Agreement

**ATTACHMENT A**

**RESOLUTION NO. 2026-XXX**

**APPROVING THE DONATION OF \$5,000 TO LLOYD R.  
SMITH VETERANS OF FOREIGN WARS (VFW) POST 10293 AS  
DESIGNATED BY COUNCILMEMBER JAMES CASEY**

**THE CITY COUNCIL**

City of Ceres

**WHEREAS**, on October 27, 2025, through Resolution 2025-130, the City Council adopted a Donation Policy establishing guidelines and a process by which each Councilmember may designate up to \$5,000 per fiscal year to be donated to an eligible nonprofit organization that serves a public purpose and provides a benefit to the community; and

**WHEREAS**, Councilmember James Casey has designated Lloyd R. Smith VFW Post 10293 to receive a \$5,000 donation from his allocated amount for Fiscal Year 2025/2026; and

**WHEREAS**, staff has reviewed the request and verified that Lloyd R. Smith VFW Post 10293 qualifies as an eligible nonprofit organization under the Donation Policy, serves a public purpose, and has submitted the required Donation Award Agreement; and

**WHEREAS**, the donation to VFW Post 10293 will assist the agency to continue operations and presence within the community; and

**WHEREAS**, sufficient funds are available in the Council Donation budget approved as part of the Fiscal Year 2025/2026 Adopted Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ceres does hereby approve the donation of \$5,000 to Lloyd R. Smith Veterans of Foreign Wars (VFW) Post 10293 as designated by Councilmember James Casey.

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on the 9<sup>th</sup> day of February 2026, by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:  
ABSTAIN: Councilmembers:

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Javier Lopez, Mayor

ATTEST:

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Fallon Martin, City Clerk





**Please Return To:**  
Finance Office  
2220 Magnolia St.  
Ceres, CA 95307  
209.538.5757

## DONATION AWARD AGREEMENT

Name of Organization: Lloyd R Smith VFW Post 10293

Organization's Address (same as W9 form): P.O. Box 875

City: Ceres State: CA Zip Code: 95307

Contact Person: John Warren

Contact Person's Phone Number: 209-247-2728

Tax ID of Non-Profit Receiving Donation: EIN: 77-0465300

Total Amount Awarded: 5000.00

The City of Ceres hereby awards \$5000.00 to Ceres VFW Post 10293 to be used for the following approved public purpose, which benefits the Ceres community as follows:

General fund operations to sustain VFW Post 10293 within the Community. Required liability insurance, PO Box, district and national dues. If we do not exist within the community we cannot help veterans. Honor Guard services for departed veterans, Color Guard functions for local schools and community events.

Organization understands it must use the funds awarded as approved by the City of Ceres because public monies can only be used for public purposes. Should the City become aware Organization failed to adhere to the Donation Policy, it may elect to seek reimbursement of funds using lawful means, including filing a small claims action in Superior Court. By accepting this award, Organization and its representatives warrant it will use the funds as approved by and in accordance with the City of Ceres Donation policy.

 QUARTERMASTER  
Signature of Organization Representative (name and title)

12-19-2025

Date





## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** February 9th, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Sam Royal, Public Works Director  
[samir.royal@ci.ceres.ca.us](mailto:samir.royal@ci.ceres.ca.us), (209) 538-5717

**SUBJECT:** Public Works Monthly Report for December 2025

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### **RECOMMENDED COUNCIL ACTION:**

Information only, no action required.

#### **I. BACKGROUND:**

Outlined below are the significant actions performed by the Public Works Department for the month of December 2025.

#### **FACILITY SERVICES:**

- Completed 40 Facilities Maintenance work orders including: 26 service requests for electrical/lighting, plumbing repairs, HVAC issues, locksmith tasks, general repairs, and 14 preventive maintenance services.
- Custodians cleaned and disinfected all city facilities including trash and litter, cleaned all parks.
- Repair 2- Heaters at Fire Station 15.
- Set up 2 trailer security cameras at Rockefeller Facility and Riverview Park.
- Whitmore Mansion vandalized, board up broken window and repair alarm keypad to restore alarm system.
- County come over to set up Legion Hall for evacuation shelter.
- Install 30-amp electrical circuit for new UPS at WWTP.
- Repair vandalized message board at Smyrna Park.
- Continued clean-up homeless camps at Independence Park and Roeding Park with the assistance of Code Enforcement.

Maintenance activities performed by (0) Supervisor, one (1) Senior Maintenance Worker, one (1) Facility Maintenance Worker and four (4) Custodians. One Supervisor position vacant, one Facility Maintenance position vacant and one Custodial position vacant

### **FLEET SERVICES:**

Completed 67 work orders.

#### **Fleet, Department 20**

- Perform 67 vehicle repairs and inspections

#### **Fire, Department 15**

- N/A

#### **Police, Department 10**

- Performed 38 Vehicle repairs
- Replace Front bumper on 10-240-20
- Replace radiator on 10-244-13
- 4 Code Enforcement Vehicle Repair
- Install back up battery for code enforcement 13-292-16

#### **Streets, Department 30**

- Performed 5 Vehicle repairs
- Repair hydraulic system on 30-518-24

#### **Water, Department 35**

- Performed 4 Vehicle Repairs
- Replacer EGR cooler 35-243-11

#### **Parks, Department 40**

- Perform 2 vehicle repairs

#### **Wastewater, Department 25**

- Perform 4 vehicle repairs

#### **Facilities, Department 41**

- 4 vehicle repairs
- Repair lift gate on 41-216-08

Emergency and non-emergency City vehicles and equipment are maintained and repaired by one (1) Supervisor, two (2) Maintenance Mechanics, one (1) Vacant Senior Fleet mechanic position.

### **LANDSCAPE MAINTENANCE:**

Completed a total of 215 service requests in the following categories:

- Bike Path Repairs: 1
- City Grounds Maintenance: 6

- Park Landscape and Maintenance: 139
- Parks Landscape chemical usage: 0 gallons used
- Playground and Equipment Repairs; Several playground parts that were ordered are within 120-day lead time for delivery; repair work will follow pending delivery.
- Playground and Equipment Inspections: 13 plus 2 repairs.
- Right of Way (ROW) Irrigation Repairs: 12 sprinklers.
- Park Trees: 9 Trimmed, 1 removal by parks crews.
- Storm trees: 14 trees from storm trimmed after, and 16 removals.
- Customer Requests Tree or Limb Down: None

Parks sprinklers repaired or replaced:

- Barry Grove – 0 maintenances.
- Costa Fields – 0 maintenances.
- Don Pedro – 1 vandalism.
- Independence – 2 vandalisms.
- Ochoa Park – 2 maintenances
- Dog Park – 0 maintenances.
- Neel Park – 1 maintenance.
- Persephone – 0 maintenance.
- Redwood – 0 maintenance.
- River Bluff – 2 vandalisms.
- Riverview – 1 vandalism
- Roeding Heights – 2 maintenances.
- Sam Ryno – 1 maintenance.
- Smyrna – 2 vandalisms.
- Strawberry – 1 maintenance.
- Whitmore – 1 vandalism.

Parks General Maintenance/Repairs:

- Graffiti removal at Sam Ryno (1), Strawberry (2), River Bluff (2), Roeding (3), Ochoa (1) Persephone (1), Smyrna (9), Don Pedro (2) Riverview (3) and Independence Park (1) By Parks crew
- WCA Currently handling emergency tree requests.
- Grid Prune Program is on hold due to FY 25-26 budget

## **Grounds**

Rights of Way (ROWS):

- River Road and Central repaired irrigation (2) existing. Valves missing common wires due to vandalism. Control puck will be required for replacement and operation. Parts ordered pending delivery.
- All ROW irrigation is turned off during winter months.

## **Parks**

City Parks:

- Completed aeration on all city parks and Soccer fields.

Sam Ryno:

- Sidecar motorcycle damaged.

Smyrna Park:

- Repaired 9 trees stakes.

Costa Fields:

- Field irrigation was turned off due to field lighting improvement project.

Neel Park:

- No update

Roeding Park:

- Continue Flushing irrigation well due to sand sediment. Filter unit is at the Corp Yard and ready to install.
- Changed 2 sprinkler heads due to sand.

Persephone:

- No update

Independence Park:

- Playground closed due to Fire. Pending insurance claims for reimbursement.
- Fixed fence due to vandalism.

Riverview Park:

- Damaged 5/12 slide entrance area. Replaced with temporary fence.
- Waiting on Playground parts for repairs due to vandalism.

River Bluff Park:

- Repaired gate at entrance to lower area, due to vandalism 3 times
- Trimmed 2 trees.
- Repaired bridge south crossing, lower terrace.
- Lower terraces are closed due to high water.

Guillermo Ochoa Park:

- Still experiencing SCADA communication issues.

City Parks Landscaping and Maintenance is performed by one (1) Supervisor, one (1) Sr. Parks Maintenance Worker, and Five (5) Park Maintenance Workers.

#### **SOLID WASTE & RECYCLING:**

- Highlights of solid waste and recycling collection by Bertolotti for **December 2026**:

▪ Residential.....	1,237.20 tons
▪ Commercial.....	1,858.50 tons
▪ Illegal dump/litter abate ( <i>code enforcement</i> )	5.45 tons
▪ Illegal dump/litter abate ( <i>Public Works staff</i> )	1.3 tons 13 locations
▪ Illegal dump (Bertolotti) .....	0 tons, 1 locations
▪ Bulky items.....	23.06 tons, 86 locations
▪ Bulky recycling.....	.96 tons
▪ Leaf/limb .....	315.85 tons
▪ Street Sweep.....	59.47 tons
▪ Residential Organics.....	564.58 tons
▪ Commercial Organics.....	176.37 tons
▪ Residential Recycle.....	198.93 tons
▪ Commercial Recycle .....	114.62 tons
▪ C&D (Construction/Demolition Debris)	6.83 tons
▪ Used oil.....	250 gallons
▪ Used oil filter.....	52

- There were 40 residential and commercial cart violations issued in December.
- There were 16 Leaf & Limb Program violations issued in December.
- The seasonal Leaf & Limb collection program ends on January 9<sup>th</sup>. Any piles left out after that date are subject to illegal disposal enforcement.
- The annual Community Free Disposal Day will be held on Saturday, February 7<sup>th</sup>, 2026, at the River Bluff Regional Sports Complex from 8am to 11:45am. The event is for large appliances/furniture disposal only (no household trash or organics) and will also have e-waste and mattress disposal services available. A maximum of 7 waste tires per load, and no loads larger than a pick-up truck will be allowed (NO TRAILERS). Participants must show their ID and City of Ceres utility bill at the gate. This year's event is not funded through the CalTrans Clean California grant (no longer available) but the waste tire disposal costs are covered through the CalRecycle Waste Tire Disposal grant.
- The 2026 City of Ceres Solid Waste Disposal Guide (Recycling Schedule) is now available on the City of Ceres website. A print copy may be provided upon request by emailing [Toni.Cordell@ceres.gov](mailto:Toni.Cordell@ceres.gov). The publication will not be directly mailed to residents this year in an effort to save costs and minimize waste.

### **2025 Solid Waste and Recycling Totals**

○ Residential.....	14,937.25 tons
○ Commercial.....	20,259.34 tons
○ Illegal dump/litter abate ( <i>code enforcement</i> )	244.6 tons
○ Illegal dump/litter abate ( <i>Public Works staff</i> )	20.59 tons, 163 locations
○ Illegal dump (Bertolotti) .....	28.23 tons, 135 locations
○ Bulky items.....	403.63 tons, 1614 locations
○ Bulky recycling.....	6.88 tons

○ Leaf/limb .....	840.93 tons
○ Street Sweep.....	986.72 tons
○ Residential Organics.....	6081.92 tons
○ Commercial Organics.....	1918.91 tons
○ Residential Recycle.....	2596.36 tons
○ Commercial Recycle .....	167.34 tons
○ C&D (Construction/Demolition Debris)	120.59 tons
○ Used oil.....	2487 gallons
○ Used oil filter.....	517

There were 339 cart (contamination) violations issued in 2025

- There were 309 leaf & limb (illegal disposal) violations issued in 2025

Solid Waste Division work is performed by one (1) Administrative Analyst.

### **STREETS SERVICES:**

- Staff responded to a total of 48 customer service requests.
- Staff responded to 320 USA's
- Cleaned 12 storm drain lift stations
- Conducted traffic control for Christmas Tree Lane event
- Swept Christmas Tree Lane 3 times per week, for the month of December
- Responded to 11 locations for blight and graffiti removal
- Repaired 20 streetlights
- Deployed message boards for Christmas Tree Lane event
- Performed 1 excavation for the Water Division

Streets Division maintenance is performed by one (1) Supervisor, two (2) Sr. Maintenance Workers, (6) Streets Maintenance Operators, and one (1) Street Sweeper Operator (2) part time Streets/Code Enforcement Maintenance workers.

### **WASTEWATER (WRRF):**

- Responded to 8 customer service requests and 53 sewer problems, during working hours and after hours.
- Staff responded to 1 Smart Cover alerts & alarms that prevented Sanitary Sewer Overflows (SSO's).
- Serviced or Repaired:
  - Lift Stations – 29
  - WWTP Equipment – 30
  - Main line sewer plugs – 1
  - Aerators – 1
- Staff inspected the forced main to Turlock.
- Staff cleaned 27,552 feet of sewer main line.
- Staff CCTV inspected 0 feet of sewer main line. CCTV equipment in the shop for repairs

- Jaime Villegas & Adam West both received their Grade 1 Wastewater Operator Certifications
- Staff continues the process of updating the Wastewater Discharge Report (WDR), and Sewer Master Plan (SMP). Staff collected data, attended meetings & tours regarding the Ceres Water Resource Recovery Facility upgrades.
- SCADA Integrator, Jeff Burrows, and Wastewater Staff continued integrating treatment plant controls into the new SCADA system.
- WRRF treatment lagoons continue to be upset due to excessive grease and other illegal discharges coming into the treatment plant.
- Staff removed aerator 3-2 and sent in for diagnostic. Aerator 1-5 and 3-2 suffered catastrophic bearing & motor failure. It is a manufacturer issue and is under warranty. Both units are being replaced under warranty.
- Staff assisted Howk Systems with removal of a 30HP pump used to move effluent to wastewater ponds. Pump base failed. Howk is diagnosing the pump and motor.
- Staff assisted Streets Department with storm related issues including flooding. 4 different operators helped, some helped on multiple days.
- Staff assisted in holiday parade road closures at Streets Department request.
- Staff checked & marked 203 USA tickets, which took 29 hours, preventing contractors from damaging City sewer lines.
- City of Turlock sewer usage charge for the month of October \$68,635.12
- City of Modesto sewer usage charge for the month of October \$ \$146,007.58
- Effluent Biochemical Oxygen Demand (BOD) 109 mg/L.
- The Wastewater Treatment Plant treated and disposed of 74.25 MG (Million Gallons) of wastewater with an average of 2.48 MGD (Million Gallons per Day).

Ceres Wastewater Treatment Plant and Collections System operations and maintenance are performed by one (1) Supervisor, two (2) Sr. Wastewater Operators, two (2) Operator II, two (2) Operator I, one (1) Operator-in-Training. Two (2) unfilled Wastewater Operator positions.

### **WATER SYSTEM MAINTENANCE:**

#### **Water, Department 35**

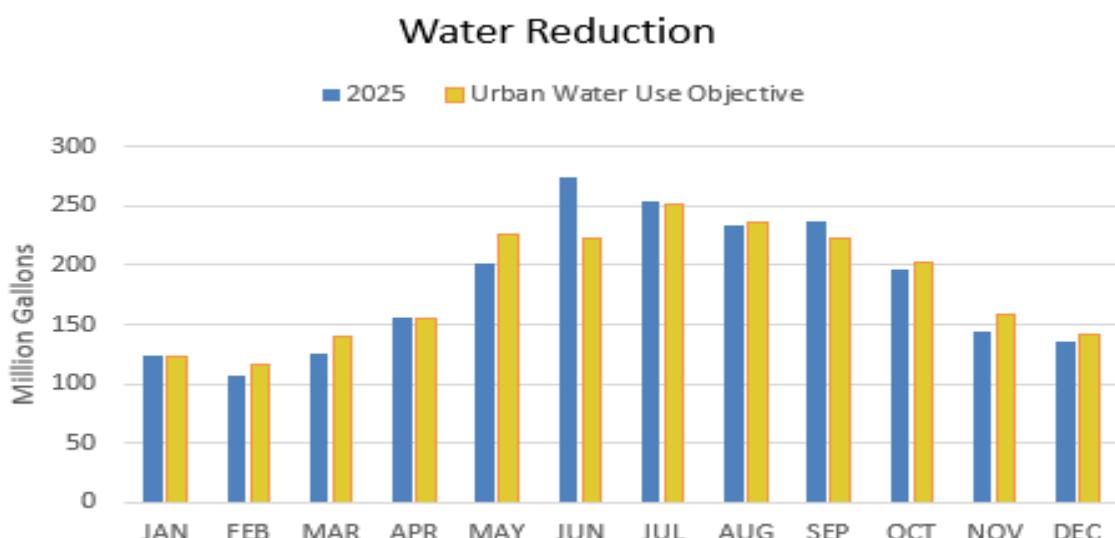
- December 2025 well production was 42.808 million gallons.
- Treated Water delivered from SRWA was 93.02 million gallons.
- Average water use for December was 1.38 million gallons per day.
- Water staff responded to 54 customer service requests.
- Water staff responded to 165 Underground Service Alerts (USA) markings.
- Meter statistics and repairs:
  - Meters in water distribution system: 11,914
  - Meters/radios serviced: 185
  - Meters replaced: 37
  - Meters upgraded from  $\frac{3}{4}$ ", 5/8" to 1": 1
- Total valves in water distribution system: 4,402
- Blow-offs and hydrants flushed: 31

- Service line leaks: 2
- Service lines replaced: 0
- Hydrants replaced or reset: 2
- Water quality samples taken: 52

### Water Conservation, Department 36

- December 2025 calculated residential gallons used per person per day: 50.33 gallons
- Annual average is 72.26 gallons per person per day
- Responded to 18 water conservation service requests
- Water portal has 471 residents registered, which is 3 more than the previous month
- Issued courtesy notifications: 4
- Performed 1 water audit
- Delivered 12 water waste warnings and issued 1 water waste fines.
- Rebates Issued: Dishwasher: 0, Smart Irrigation: 0, ULF Toilets: 1, Washing Machine: 1, and Turf Replacements: 0
- Total Rebates YTD: 20

In previous reports, staff have reported water production data compared to a target-use capped total objective of 3,591 million gallons. The state has shifted away from target-based use and moved to what is called objective-based use. Under the “Making Water Conservation a California Way of Life” regulations, urban water suppliers are now mandated to calculate an Urban Water Use Objective (UWUO). The UWUO is a water efficiency target set by the state to help cities and water suppliers use water more wisely. It tells each agency how much water they should be using based on local conditions like population, climate, and land use. The chart below compares 2025 production data to date with the most recent UWUO.



Water system maintenance is performed by one (1) Superintendent, one (1) Supervisor, one (1) Administrative Analyst, two (2) Senior Water Operators, nine (9) Water

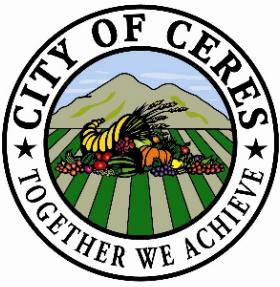
Distribution Operators, two (2) Field Service Technicians, and one (1) Water Conservation Officer. There is currently one vacancy for Water Distribution Operator.

Approved by:



Douglas D. Dunford,  
City Manager





## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** February 9, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Fallon Martin, City Clerk  
[fallon.martin@ceres.gov](mailto:fallon.martin@ceres.gov), (209) 538-5731

**SUBJECT:** **Resolution No. 2026-XXX, Approving a Five-Year Agreement with NetFile, Inc. in the Amount of \$5,100 per Year for Electronic Filing of Campaign Statements, Statements of Economic Interests (Form 700), AB 1234 Ethics Training, and SB 827 Financial Training, and Authorizing the City Manager to Execute the Agreement**

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### **RECOMMENDED COUNCIL ACTION:**

Staff recommends Council approve a five-year agreement with NetFile, Inc. for electronic filing of campaign statements, Form 700s, and compliance with AB 1234 Ethics Training and SB 827 Financial Training.

#### **I. BACKGROUND:**

As required by the Fair Political Practices Commission (FPPC), elected officials, Planning Commissioners, and select City employment positions, as called out in the City's Conflict of Interest Code, are required to submit a Statement of Economic Interests (Form 700) each year. In addition, elected officials must submit campaign statements throughout the year as well as all council candidates during election years. Currently, these forms are submitted via hard copy to the Clerk's Office with no option of filing electronically, with the exception of AB 1170 which requires 87200 filers submit their Form 700 directly via the FPPC's eDisclosure website.

On March 10, 2025, staff brought this item before City Council. Council elected to not move forward with the contract since it was a five-year agreement. Staff is requesting Council reconsider contracting with NetFile now that SB 827 went into effect January 1, 2026, which requires select staff members, elected officials, and appointed members complete a financial training every two years. In addition, the agreement does provide a clause for the City to get out of their agreement with NetFile so long as a 30-day notice is

provided. If any fees were pre-paid at the time of cancellation, the City would receive a refund.

Staff is recommending the City enter into an agreement with NetFile, a secure, hosted system that provides the opportunity for Form 700s, campaign statements, the required AB 1234 Ethics Training, and SB 827 Financial Training to be conducted electronically. This system will allow for a paperless system, efficient, more convenient submittals of important, required documents. NetFile is a trusted system and economical choice that is used by hundreds of local government agencies.

In addition to allowing filers to submit their required documents electronically, the system also has a public portal where the public can view these documents.

## **II. REASONS FOR RECOMMENDATION:**

Implementing NetFile will allow for more seamless required FPPC submittals and required trainings. Filers will not be required to submit hard copied, wet signed documents.

NetFile will also automatically omit information from all documents and upload them to the City's website, saving a great deal of staff time and limiting liability with staff conducting redactions.

By utilizing this program, the City will be compliant with required trainings. Specifically, the SB 827 Financial Training is a newly required training that went into effect January 1, 2026. There are very few companies that offer this training. The City has looked into other companies and have determined NetFile to be the most economical and offers a lot of other enhancements (Form 700, campaign statements, and AB 1234 training).

In researching other companies that offer the SB 827 Financial Training, staff found the following information:

- California Special Districts Association = \$125/person
  - The City currently has approximately 26 individuals who will need to take this training, costing a total of \$3,250
- Vector Solutions = Staff reached out with no response

If the City were to attain NetFile without the SB 827 module, the annual cost would be approximately \$4,500 per year. To include the SB 827 module, which is a required training, will only add an additional \$600 per year to the overall contract price, resulting in \$5,100 per year.

## **III. FISCAL IMPACTS:**

The cost is \$5,100 annually and is currently budgeted in the FY26 Adopted Budget under the City Clerk's Contracted Services account. Staff will include the cost of this agreement in future budget years.

## **IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

N/A

**V. POLICY ALTERNATIVES:**

Council could choose not to approve the proposed agreement and continue with paper filing for such documents. By not approving the agreement, the City will have to use another company for the SB 827 Financial Training. This alternative is not recommended as it is time consuming on staff, less convenient for filers, and using another company for the SB 827 Financial Trainings will cost significantly more than the price NetFile charges.

**VI. INTERDEPARTMENTAL COORDINATION:**

N/A

**VII. PUBLIC PARTICIPATION:**

N/A

**VIII. ENVIRONMENTAL REVIEW:**

N/A

**IX. STEPS FOLLOWING APPROVAL:**

Upon Council approval, staff will finalize and execute the agreement.

Approved by:



\_\_\_\_\_  
Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Resolution
2. Attachment B – Service Agreement



**ATTACHMENT A**  
**RESOLUTION NO. 2026-XXX**

**APPROVING A FIVE-YEAR AGREEMENT WITH NETFILE, INC. IN THE AMOUNT OF  
\$5,100 PER YEAR FOR ELECTRONIC FILING OF CAMPAIGN STATEMENTS,  
STATEMENTS OF ECONOMIC INTERESTS (FORM 700), AB 1234 ETHICS TRAINING,  
AND SB 827 FINANCIAL TRAINING, AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE THE AGREEMENT**

**THE CITY COUNCIL**  
City of Ceres

**WHEREAS**, the Fair Political Practices Commission requires elected officials, Planning Commissioners, and select City positions, as indicated in the City's Conflict of Interest Code, to file Statement of Economic Interests forms (Form 700); and

**WHEREAS**, in addition to Form 700s, elected officials must submit various campaign statements throughout the year as well as council candidates during election years; and

**WHEREAS**, currently, these forms are submitted as hard copies with wet signatures; and

**WHEREAS**, SB 827 went into effect January 1, 2026, requiring elected, appointed, and various other staff members to complete a two-hour financial training every two years; and

**WHEREAS**, NetFile has a training module that will satisfy the SB 827 required training; and

**WHEREAS**, NetFile will allow for these documents to be submitted electronically, creating a paperless, more efficient and convenient system; and

**WHEREAS**, NetFile will omit necessary information and automatically upload the documents to the City's website; and

**WHEREAS**, such services will cost \$5,100 per year and is currently budgeted for Fiscal Year 2025/2026.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ceres does hereby approve a five-year agreement with NetFile, Inc. in the amount of \$5,100 for electronic filing of campaign statements, statements of economic interest (Form 700), AB 1234 ethics training, and SB 827 financial training, and authorizes the City Manager to execute the agreement.

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on the 9<sup>th</sup> day of February 2026, by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:  
ABSTAIN: Councilmembers:

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Javier Lopez, Mayor

ATTEST:

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Fallon Martin, City Clerk



2707-A Aurora Ct  
Mariposa, CA 95338  
Phone (209) 742-4100

## ATTACHMENT B

### SERVICE AGREEMENT

<b>USER INFORMATION</b>	USER NAME <b>City of Ceres</b>			USER NAME – BILL TO <b>SAME</b>		
	ADDRESS <b>2220 Magnolia Street</b>			ADDRESS		
	CITY <b>Ceres</b>	STATE <b>CA</b>	ZIP <b>95307</b>	CITY	STATE	ZIP
	PRIMARY CONTACT <b>Fallon Martin</b>		PHONE # <b>(209) 538-5731</b>	AP CONTACT		PO #
	EMAIL <b>Fallon.martin@ceres.gov</b>		FAX	AP EMAIL		AP PHONE #

<b>SYSTEM INFO &amp; FEATURES</b>	System		Cost per System
	Form 700 E-Filing & Admin System		
	Campaign E-Filing & Admin System		
	AB1234 Ethics Training Add-on		
	Start Date: Prompt	Free service through 6/30/2025	
	Total for all Systems:		\$4,500/year ongoing after free introductory service
	Features of NetFile Systems		
	-Hosted platform provided by NetFile		- Kiosk mode to view unredacted filings in User's office
	-24/7/365 access for filers and public to use		- Unlimited support and training to User
	-Admin application to manage filers and filings		- E-mail based support to filers
	-Filer application for filers to create and file filings		- Includes Online AB1234 Ethics Training addon
	-Public viewing portal		- NetFile pays for initial FPPC Paperless application fee.

USER AGREES TO PAY NETFILE FOR SERVICES IDENTIFIED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. AGREEMENT TERM IS STARTING ON THE DATE IDENTIFIED ABOVE. YOU ACKNOWLEDGE RECEIPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGE THAT THE AGREEMENT IS NOT BINDING ON NETFILE UNTIL SIGNED BY BOTH PARTIES.	
COMPANY	NetFile, Inc.
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE <i>Tom Diebert</i>
PRINT NAME	PRINT NAME <b>Tom Diebert</b>
TITLE	TITLE <b>Vice President &amp; COO</b>
DATE	DATE <b>1/8/2025</b>

## ATTACHMENT B

### Service Agreement Terms and Conditions

1. This Agreement provides to User a hosted electronic filing and administration system developed and maintained by NetFile. The system permits filers authorized by User to electronically file their respective FPPC forms. The FPPC forms that are electronically filed are dependent upon which system(s) that User agrees to pay for. If the User agrees to pay for the Form 700 E-Filing and Administration System, their filers will be able to create and electronically file FPPC Form 700 statements. If the User agrees to pay for the Campaign E-Filing and Administration System, their filers will be able to create and electronically file their Campaign Statements. If the User agrees to pay for the AB1234 Ethics Training add-on, the User's can assign people to take the training and it is an automatic fulfillment process. All systems are covered by NetFile's unlimited support and training policy. All NetFile systems come with a public viewing portal that automatically displays filings online in redacted form. The Form 700 E-filing system meets the requirements of AB 2062 for paperless filing in CA. The Campaign E-Filing system meets the requirements of AB2452 for paperless filing in CA. All systems allow for paper filed documents to be stored as an unredacted document and uploaded (when redacted by User) to view on the public portal. NetFile pays for User's FPPC application fees.
2. It is the responsibility of NetFile to securely store User data and maintain backups using industry best practices. All data created by User or User's filers is the property of the User. All applications and their source code are the property of NetFile. It is the responsibility of NetFile to provide secure and safe system access for both User and the User's filers using industry best practices. NetFile's systems are guaranteed to have 99% uptime. Any planned maintenance of NetFile systems will be communicated at least a week in advance of the maintenance.
3. NetFile warrants and represents that it is the owner of or has acquired the rights to use (including derivative rights) the software, technology or otherwise that is required to provide all related materials and services set forth in this Service Agreement, without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such third-party rights by NetFile.
4. NetFile further warrants that (i) the NetFile servers will be free of any Harmful Code (as defined below), and (ii) NetFile will not interfere with or disrupt User or the User's filers use of the System. The term "Harmful Code" means any software code with the ability to damage, interfere with, or adversely affect computer programs, data files, or hardware without the consent or intent of the computer user. This definition includes, but is not limited to, self-replacing and self-propagating programming instructions commonly called "viruses," "Trojan horses" and "worms." NetFile agrees to implement reasonable procedures adequate to prevent any software, link or code provided to User hereunder from being contaminated with Harmful Code. If NetFile learns of or suspects the existence of any Harmful Code, NetFile will immediately notify User and make every effort to remove the Harmful Code.
5. NetFile shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers. NetFile shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. NetFile understands and agrees that violation of this clause shall be considered a material breach of the Service Agreement and may result in Service Agreement termination.
6. Subject to the limitations set forth in Section 7 below, NetFile agrees to indemnify, protect, defend, and hold harmless the User, and its employees and filers from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim, arising from NetFile's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the performance of the Services by NetFile, its agents, subcontractors and/or assigns under this Service Agreement.
7. The maximum liability to the User by NetFile and its licensors, if any, under this Service Agreement, or arising out of any claim by the User related to NetFile's services, products, equipment or software for direct damages, whether in contract, tort or otherwise, shall be limited to the total amount of fees received during the last 12 months by NetFile from the User hereunder up to the time the cause of action giving rise to such liability occurred. In no event shall NetFile or its licensors be liable to the User for any indirect, incidental, consequential, or special damages related to the use of NetFile's services, products, equipment or software or NetFile's failure to perform its obligations under this agreement, even if advised of the possibility of such damages, regardless of whether NetFile or its licensors are negligent. Provided, however, that for any peril or exposure insured against under the insurance required, the limits of liability to the User by NetFile shall not be less than the amount of applicable, valid, and collectible insurance set forth in this Agreement.
8. During the term of this Service Agreement, NetFile shall purchase and maintain in full force and effect, at no cost to User insurance policies with respect to employees assigned to the performance of services under this Service Agreement with coverage amounts as follows: Commercial General Liability Insurance of \$2,000,000 each occurrence, \$4,000,000 general aggregate, \$1,000,000 personal injury; Workers' Compensation Insurance of (\$1,000,000) policy limit Illness/Injury by disease, and (\$1,000,000) for each Accident/Bodily Injury.
9. NetFile and its employees, agents and representatives will not, without the prior written consent of User in each instance, use in advertising, publicity or otherwise the name of User or any affiliate of User, or any officer or employee of User, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, agreement or simulation thereof owned by User or its affiliates, nor represent, directly or indirectly, that any product or service provided by NetFile has been approved or endorsed by User, nor refer to the existence of this Service Agreement in press releases, advertising or materials distributed to prospective customers. Notwithstanding the foregoing, NetFile may acknowledge, when asked, that the User is a NetFile client.
10. Either User or NetFile may terminate this Service Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, NetFile shall discontinue further services as of the effective date of termination, and User shall pay NetFile for all Services satisfactorily performed up to such date. Upon termination, NetFile will provide a copy of all data created by User within 10 working days of effective termination date.
11. User accepts any and all liability resulting from the placement of documents scanned by the User that are made available on the Internet for public viewing through the services of NetFile. In no event does NetFile accept liability created by any document scanned into the system by the User.
12. Except as otherwise indicated herein, this Agreement will commence on the start date and remain in effect throughout the Term as stated on the signature page. Upon expiration, this Agreement will automatically renew on a quarterly or annual basis unless User provides NetFile with written notice of its intent to cancel. Any extension will be billed in the same manner as set forth herein.
13. This Agreement shall be governed in accordance with the laws of the State of California, and the Parties submit to the jurisdiction of said state. This Agreement contains the entire agreement and understanding of the parties with respect to Service, Maintenance and Support. There are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein or also embodied in any attached agreement. Any and all prior discussions, negotiations, commitments and understandings relating to Service, Maintenance or Support are merged herein. ITEM 12



## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** February 9, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Doug Dunford, City Manager

[Doug.dunford@ceres.gov](mailto:Doug.dunford@ceres.gov), (209) 538-5751

**SUBJECT:** **Resolution No. 2026-XXX, Approving a Professional Services Agreement with Gouveia Engineering in the Amount of \$40,000.00 for Principal Planner Services and Authorizing the City Manager to Execute the Agreement**

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### **RECOMMENDED COUNCIL ACTION:**

Staff recommends Council to approve a professional service agreement with Gouveia Engineering for principal planner services and authorize the City Manager to execute the agreement.

#### **I. BACKGROUND:**

The City has been without a Senior Planner or Community Development Director since March 2025. The Planning Department is in need of a qualified individual to help move projects forward. The City has been contracting with Gouveia Engineering for a Principal Planner since February 2025.

#### **II. REASONS FOR RECOMMENDATION:**

The City of Ceres has an ongoing need for professional planning services to support various long-range planning projects, development review processes, and policy initiatives. Due to staff turnover and an ever-increasing workload associated with upcoming housing projects, infrastructure projects and development applications, the City is currently operating with limited in-house planning resources.

To maintain the continuity in services, ensure timely processing of development applications, and meet statutory deadlines for planning deliverables, staff identified the need to supplement internal staffing with contract planning support.

Gouveia Engineering has a proven track record of providing high-level municipal planning and engineering consulting services to local jurisdictions throughout the region. The firm has proposed the assignment of a qualified Principal Planner with over eleven (11) years

of experience in land use planning, CEQA compliance, and project management for municipal clients.

Staff has reviewed the qualifications of the proposed Principal Planner and finds them well-suited to meet the City's planning needs. The scope of work will include:

- Review of development applications
- Preparation of staff reports and presentations for Planning Commission and Council
- CEQA documentation review and coordination
- Long-range planning support including general plan and zoning ordinance updates
- Inter-departmental coordination on planning-related issues

The City of Ceres needs a person with a deep understanding of the unique challenges that face Ceres and excels in guiding projects through. The City must have an individual that understands residential, commercial and industrial projects and ensuring compliance with local regulations as well as state and federal. Gouveia Engineering has been able to supply that person over the last eight (8) months. Staff is asking to approve a contract to help the city continue to function as we seek a Senior/ Principal Planner.

**III. FISCAL IMPACTS:**

Staff recommends approval of the agreement with Gouveia Engineering in an amount not to exceed \$40,000.00. Sufficient funding has been identified in the department's Fiscal Year 2026 Adopted Budget; therefore, no budget amendment is required. Funding for the agreement will be provided through a transfer of appropriations from salaries to contracted Services within the existing Fiscal Year Adopted 2026 budget.

**IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

N/A

**V. POLICY ALTERNATIVES:**

The Council could choose not to approve the contract and direct staff to seek other options. The position is critical in that it keeps the new projects moving forward as well as the projects that were previously started continue through the process.

**VI. INTERDEPARTMENTAL COORDINATION:**

Staff worked with the Planning Department and Finance Department on this position.

**VII. PUBLIC PARTICIPATION:**

N/A

**VIII. ENVIRONMENTAL REVIEW:**

N/A

**IX. STEPS FOLLOWING APPROVAL:**

Upon Council approval the City Manager will execute a professional services agreement with Gouveia Engineering in an amount not to exceed \$40,000 for the provision of a contract for Principal Planner services.

Approved by:



Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Resolution
2. Attachment B – Agreement



**RESOLUTION NO. 2026-XXX**

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH  
GOUVEIA ENGINEERING IN THE AMOUNT OF \$40,000.00 FOR  
PRINCIPAL PLANNER SERVICES AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE THE AGREEMENT**

**THE CITY COUNCIL  
City of Ceres**

**WHEREAS**, the City has been without a Senior Planner or Community Development Director since March 2025 and needs a qualified individual to help move development projects forward; and

**WHEREAS**, the City has various long-range planning projects, development review processes, and policy initiatives that require an experienced Planner; and

**WHEREAS**, to ensure timely processing of development applications and meet statutory deadlines for planning deliverables, staff identified the need to supplement internal staffing with contract planning support; and

**WHEREAS**, Gouveia Engineering provides a high-level of municipal planning and engineering consulting services to local municipalities throughout the region; and

**WHEREAS**, the cost is \$150.00 per hour for services and there is \$40,000.00 budgeted for Fiscal Year 2025/2026 for such services.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ceres does hereby approve a professional services agreement with Gouveia Engineering in the amount of \$40,000.00 for Principal Planner Services and authorizes the City Manager to execute the agreement.

**BE IT FURTHER RESOLVED** the City of Ceres Finance Director is hereby authorized and directed to record the appropriate accounting entries.

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on the 9<sup>th</sup> day of February 2026, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

---

Javier Lopez, Mayor

ATTEST:

---

Fallon Martin, City Clerk



## ATTACHMENT B

### CITY OF CERES AGREEMENT FOR PLANNING SERVICES

#### 1. PARTIES AND DATE.

This Agreement for Planning Services ("Agreement") is made and entered into this 9th day of February, 2026, by and between the **City of Ceres** ("City") and Gouveia Engineering, Inc., an Incorporation, with its principal place of business at 456 Sixth Street, Gustine, California 95322 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain Planning Services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Planning Services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Contractor to render such services for the Community Development Department project ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City ("Services"). The Services are more particularly described in Exhibit "A" and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the date first specified above to June 30, 2026, unless earlier terminated as provided herein. City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two (2) additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

## ATTACHMENT B

### 3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows: Kelsey George and Mario Gouveia.

3.2.5 City's Representative. City hereby designates Doug Dunford, City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

## **ATTACHMENT B**

3.2.6 Contractor's Representative. Contractor hereby designates Mario Gouveia, P.E. Owner, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

## **ATTACHMENT B**

(a) Time for Compliance. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that the subcontractor has secured all insurance required under this section.

(b) Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

(i) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as the latest version of the Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

(ii) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as the latest version of Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(c) Endorsements.

(i) The policy or policies of insurance required by Section 3.2.10(b) (i) Commercial General Liability and (ii) Automobile Liability Insurance, shall be endorsed to provide the following:

(1) Additional Insured: City, its officials, officers, employees and

## **ATTACHMENT B**

agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Endorsements shall be issued on a combination of ISO CG 20 10 and CG 20 37 or exact equivalents. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.

- (2) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees and agents shall not contribute with this primary insurance.
- (3) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (4) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (5) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
- (6) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officials, officers, employees and agents.
- (7) Applicability: That the coverage provided therein shall apply to the obligations assumed by Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.
  - (ii) The policy or policies of insurance required by Section 3.2.10(b) (iii) Workers' Compensation shall be endorsed, as follows:

## ATTACHMENT B

(d) Deductible. Any deductible or self-insured retention must be approved in writing by City and shall protect the City, its officials, officers, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(e) Evidence of Insurance. Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

(g) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A-:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

(h) Insurance for Subcontractors. Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding City as an Additional Insured to the subcontractor's policies.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices,

## ATTACHMENT B

equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Forty Thousand Dollars (\$40,000.00) without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth in Exhibit "C" shall be adjusted each year at the time of renewal in accordance with the Consumer Price Index, All Urban Consumers, San Francisco Price Index, or at the percentage rate set forth in Exhibit "C."

### 3.3.6 California Labor Code Requirements

(a) Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the

## **ATTACHMENT B**

project site. Contractor shall defend, indemnify and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).

(b) If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

(a) Grounds for Termination. Either party may terminate this Agreement by giving at least Thirty Days (30) before the effective date of such termination. Upon termination, said Party shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation.

(b) Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

## **ATTACHMENT B**

(c) **Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

**GOUVEIA ENGINEERING, INC.**  
**456 Sixth Street**  
**Gustine, California 95322**  
**Mario Gouveia**

City:

City of Ceres  
2220 Magnolia Street  
Ceres, CA 95307  
Attn: Doug Dunford, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 **Attorneys' Fees.** If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.5 **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, agents or volunteers.

## **ATTACHMENT B**

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise. This Section 3.5.5 shall survive any expiration or termination of this Agreement.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Stanislaus County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

## ATTACHMENT B

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

**ATTACHMENT B**

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.22 Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

3.5.23 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

3.5.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.5.25 Subcontracting. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**SIGNATURES ON FOLLOWING PAGE**

**ATTACHMENT B**

**SIGNATURE PAGE FOR AGREEMENT  
FOR PLANNING SERVICES**

**IN WITNESS WHEREOF**, this Agreement was executed on the date first written above.

**CITY OF CERES**

*Approved By:*

---

Douglas D. Dunford  
City Manager

---

Date

*Attest:*

---

City Clerk

**GOUVEIA ENGINEERING, INC.**

---

Signature

---

Mario Gouveia  
Name

---

Owner  
Title

---

Date

**ATTACHMENT B****EXHIBIT "A"**  
**SCOPE OF SERVICES**

Planning support and services

Conducting Zoning and General Plan consistency checks

Prepare recommendations for Staff and applicants

Coordinate with internal departments and external agencies

Respond to public inquiries to zoning, land use, and development standards

Provide housing policy implementation and entitlement processing

Processing residential and mixed use development projects

Handling multimodal infrastructure projects

Understand CEQA and NEPA concepts and practice same

**ATTACHMENT B**

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Complete Copper Trails Annexation project

Work with engineering on infill projects and ADU's

Manage citywide amendments to General Plan and Zoning Ordinance

Assess and identify necessary modifications to housing needs

**ATTACHMENT B**  
**EXHIBIT "C"**  
**COMPENSATION**

Principal Planner rate is \$150 per hour. The City of Ceres anticipates that the contract will not exceed \$35,000 before January 30, 2026 .



## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** February 9, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Michael R. Beltran II, PE, Director of Engineering  
[Michael.Beltran@ceres.gov](mailto:Michael.Beltran@ceres.gov), (209) 538-5775

**SUBJECT:** **Resolution No. 2026-XXX, Approving an General Services Agreement with West Coast Arborists, Inc. for Tree Removal Services at George Costa Fields, Approving a Budget Amendment, and Authorizing the City Manager to Execute the Agreement**

### **RECOMMENDED COUNCIL ACTION:**

Staff recommends City Council approve the agreement with West Coast Arborists, Inc., in the amount of \$57,060.00, to remove 39 trees at George Costa Fields which are blocking field lighting, and authorizing the City Manager to execute the agreement.

#### **I. BACKGROUND:**

George Costa Fields, located within Smyrna Park, is the City's primary baseball and softball complex, supporting both recreational and tournament-level play. George Costa Fields recently underwent improvements to the field lighting to enhance visibility and extend usable hours. Following installation, it was observed that several existing mature trees located adjacent to the fields obstruct the light distribution, significantly reducing the effectiveness of the new lighting system. These obstructions limit the intended benefits of the lighting improvements and may impact player safety and field usability during evening hours.

Staff evaluated alternatives such as selective trimming and fixture adjustment; however, due to the size, location, and growth patterns of the affected trees, these measures would not sufficiently resolve the light obstruction or require ongoing maintenance without guaranteeing long-term effectiveness. Removal of the impacted trees is therefore recommended to ensure the new lighting system functions as designed. Because of the proximity of the trees to the existing fencing, the stumps will remain at this time.

**II. REASONS FOR RECOMMENDATION:**

The recommended tree removal is necessary to ensure the newly installed field lighting at George Costa Fields functions as designed to provide consistent illumination of the playing fields.

**III. FISCAL IMPACTS:**

The total cost for the tree removal is \$57,060.00. The project is part of the approved Capital Improvement Project for Fiscal Year 2025/2026 (Project No.: PRK-2301). There will be no impact to the General Fund.

**IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

This project supports the following goals of the City's Strategic Plan:

- **Infrastructure:** Ensure the community is supported by well-maintained, efficient infrastructure that enhances quality of life and sustains economic vitality.
- **Livable Community:** Foster a safe, attractive, and active environment with quality recreational amenities that contribute to a strong sense of community.

**V. POLICY ALTERNATIVES:**

City Council can choose to direct staff to reject the proposal and publicly post the project with a similar or modified scope later or reject the proposal and eliminate the project.

**VI. INTERDEPARTMENTAL COORDINATION:**

Engineering, Parks and Recreation, and Public Works have all coordinated on this project

**VII. PUBLIC PARTICIPATION:**

Public participation is not planned.

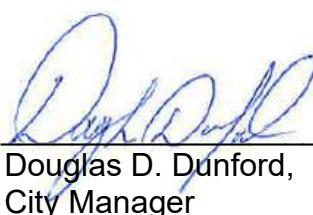
**VIII. ENVIRONMENTAL REVIEW:**

The project is a CEQA Categorical Exemption as per Section 15301 (c) Existing Facilities.

**IX. STEPS FOLLOWING APPROVAL:**

Following approval of this item, the budget amendment will be performed, the General Services Agreement will be signed and executed with West Coast Arborists, Inc., the contractor will then be issued a notice to proceed, and a pre-construction meeting will be held.

Approved by:



Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Resolution
2. Attachment B – Budget Amendment
3. Attachment C – General Services Agreement



**RESOLUTION NO. 2026-XXX**

**APPROVING AN AGREEMENT WITH WEST COAST ARBORISTS, INC.  
FOR TREE REMOVAL SERVICES AT GEORGE COSTA FIELDS,  
APPROVING A BUDGET AMENDMENT, AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE THE AGREEMENT**

**THE CITY COUNCIL**  
City of Ceres

**WHEREAS**, the lighting at George Costa Fields is being obstructed by existing trees; and

**WHEREAS**, the City has obtained a proposal from West Coast Arborists, Inc., in the amount of \$57,060.00 to perform tree removal services around the field lighting; and

**WHEREAS**, the project is part of the approved Capital Improvement Projects (CIP) for Fiscal Year 2025/2026 (Project No.: PRK-2301) project with no impact to the General Fund; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ceres does hereby approve an agreement with West Coast Arborists, Inc. for tree removal services at George Costa Fields, approves a budget amendment, and authorizes the City Manager to execute the agreement.

**BE IT FURTHER RESOLVED** the City of Ceres Finance Director is hereby authorized and directed to record the appropriate accounting entries.

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on the 9<sup>th</sup> day of February 2026, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

---

Javier Lopez, Mayor

ATTEST:

---

Fallon Martin, City Clerk



Budget Amendment No.

Fiscal Year 2026

Reference Resolution No. , dated February 9, 2026, authorizing appropriations for  
George Costa Fields Tree Removal

as follows:

Appropriations:

Fund Name	Org.	Object	Project (if appl.)	Appropriation Amount
General Fund	10019	029900		\$ 57,060.00

Requested Appropriation	\$ 57,060.00
Current Appropriation	0.00
Total Appropriation	\$ 57,060.00

Estimated Revenues:

Fund Name	Org.	Object	Project (if appl.)	Appropriation Amount

Additional Estimated Revenue	\$ 0.00
Current Estimated Revenue	
Total Estimated Revenue	\$ 0.00

Fiscal Impact: Use \$57,060.00 from General Fund



**GENERAL SERVICES AGREEMENT BETWEEN  
THE CITY OF CERES AND WEST COAST ARBORISTS, INC.**

This agreement for general services ("Agreement") is entered into on February 9, 2026 (the "Effective Date") between the City of Ceres ("City") and West Cost Arborists, Inc. ("Contractor") (together sometimes referred to as the "Parties").

**Section 1. SERVICES.** In accordance with the terms and conditions set forth in this Agreement, Contractor agrees to perform all services described in the proposal as Exhibit A dated January 16, 2026, Scope of Work includes removal of 39 trees at George Costa Fields. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A & B, this Agreement shall prevail.

**1.1 Term of Services.** This Agreement shall begin upon signature by all Parties and shall end when Contractor completes the work described in Exhibit A, or no later than one (1) year from the date this Agreement was signed by City, which ever is longer, unless the term of the Agreement is otherwise terminated or modified, as provided for herein.

**1.2 Performance Bond.** Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.

The faithful performance bond Exhibit B shall remain in full force and effect during the period covered by this guaranty, The Contractor shall furnish a performance bond. The bond is to be executed in a sum equal to one hundred percent (100%) of the DO NOT EXCEED price. City Staff will certify that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that is has, that renewed authority has been granted within 10 calendar days of the insurer's receipt of the certificate shall be required.

**1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement.

**1.4 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor. In the event of termination, Contractor shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; City, however, may condition payment of such compensation upon Contractor delivering to City documents and records identified in Section 8.1 of this Agreement.

**Section 2. COMPENSATION.** City hereby agrees to pay Contractor an amount **NOT TO EXCEED FIFTYSEVEN THOUSAND SIXTY DOLLARS (\$57,060.00)** for all work set forth in Exhibit A, and made a part of this Agreement. In the event of a conflict between this Agreement and Contractor's proposal regarding the amount of compensation, this Agreement shall prevail.

**2.1 Invoices.** Contractor shall submit invoices once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date.

- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.
- 2.3 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**Section 3. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 3.1 **Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident.
- 3.2 **Commercial General and Automobile Liability Insurance.** Contractor shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. At the sole option of the City, the City shall be named as an additional insured and insurance shall provide primary coverage with respect to the City.
- 3.3 **All Policies Requirements.**
  - 3.3.1 **Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall, at the sole option of the City, provide City with (1) certified Certification of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; (2) certified policy endorsements to the general liability policy adding the City of Ceres as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement; or (3) upon request by the City, complete certified copies of all policies and/or complete certified copies of all endorsements that demonstrate compliance with this Section 4
  - 3.3.2 **Notice of Reduction in or Cancellation of Coverage.** A certified endorsement must be attached to all insurance obtained in accordance with this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**Section 4. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.**

4.1 Contractor shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor. Contractor will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.

**Section 5. STATUS OF CONTRACTOR.**

5.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent.

**Section 6. LEGAL REQUIREMENTS.**

6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

6.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.

6.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

6.4 **Nondiscrimination and Equal Opportunity.** In compliance with federal, state and local laws, Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

6.5 **Work Requiring Payment of Prevailing Wages.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement.

**Section 7. MODIFICATION.**

7.1 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

7.2 **Assignment and Subcontracting.** Contractor may not assign this Agreement or any interest therein without the prior written approval of the City. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City.

7.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

7.4 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

- 7.4.1 Immediately terminate the Agreement;
- 7.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor in accordance with this Agreement;
- 7.4.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or
- 7.4.4 Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor in accordance with Section 2 if Contractor had completed the work.

**Section 8. KEEPING AND STATUS OF RECORDS.**

8.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the City.

8.2 **Contractor's Books and Records.** Contractor shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

8.3 **Confidential Information and Disclosure.** During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving

Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Contractor understands that the City is a public entity and is subject to the laws that may compel it to disclose information about Contractor's business.

## **Section 9 MISCELLANEOUS PROVISIONS.**

- 9.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 9.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Stanislaus or in the United States District Court for the Eastern District of California.
- 9.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.
- 9.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 9.5 Contract Administration.** This Agreement shall be administered by Michael Beltran, PE, who shall act as the City's representative. All correspondence shall be directed to or through the representative.

### **9.6 Notices.**

Any written notice to Contractor shall be sent to:

Contractor Address:

3625 E. Stevenson Avenue  
Stockton, CA 95205

Any written notice to the City shall be sent to:

City of Ceres Engineering  
2220 Magnolia St  
Ceres, CA 95307

9.7 **Professional Seal.** Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

9.8 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All Exhibits attached hereto are incorporated by reference herein.

9.9 **Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

Each party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code Section 900, *et. seq.*

9.10 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the date signed by the City.

CITY OF CERES

CONTRACTOR

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**Douglas D. Dunford , City Manager**

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**West Coast Arborists, Inc.**

Approved as to Form:

---

**Nubia Goldstein, City Attorney**

ATTEST:

---

**Fallon Martin, City Clerk**

**EXHIBIT A**

**SCOPE OF SERVICES**

[ATTACH SCOPE OF SERVICES]



# PROFORMA FOR TREE MAINTENANCE SERVICES

## CUSTOMER INFORMATION

**Main Contact****JOSEPH CHAVEZ**

CITY OF CERES

2701 4TH STREET

CERES, CA 95307

209.404.7356 Joseph.chavez@ceres.gov

**Billing Contact****JOSEPH CHAVEZ**

CITY OF CERES

2701 4TH STREET

CERES, CA 95307

209.538.5682 Joseph.chavez@ceres.gov

**Inventory Needed****Link Funds to Job #****Purchase Order #****DIR Project ID #**

Yes

**JOB LOCATION**

George Costa Fields

**SCOPE OF WORK**

Tree only removal of thirty-nine (39) trees

QTY	DESCRIPTION	U/M	UNIT PRICE	TOTAL
72.00	Crew Rental - per crew member	Man Hour	\$120.00	\$8,640.00
18.00	Crane Rental - 40 ton	Man Hour	\$200.00	\$3,600.00
54.00	Roll Off & Loader Rental	Man Hour	\$120.00	\$6,480.00
852.00	Tree Only Removal 0-24 DSH	Inch	\$45.00	\$38,340.00
				<b>GRAND TOTAL: \$57,060.00</b>

**COMMENTS**

Will need to use crane and roll-off/loader fore removals

**DISCLAIMER:** West Coast Arborists, Inc. ensures the quality of work performed, however, we do not ensure the agency's entire tree population from failure. Conditions are often hidden within trees and below ground. WCA is not liable for subsurface installations on private property unless explicitly marked by the customer or property owner. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances. The controlling authority must manage trees and accept some degree of risk. Only work identified in the scope of the proposal and in the contract line item is included in our quote or invoice. All work will be completed in accordance with ANSI A300 standards. Price reflects payment under prevailing wage rates under the wage determination: Tree Maintenance Laborer and report of certified payroll to the Department of Industrial Relations as applicable in accordance with state labor laws. PROPOSAL IS VALID FOR 90 DAYS.

CA Contractors License 366764

Federal Tax ID: 95-3250682

CA DIR Registration 1000000956

TIM PATTERSON

AREA MANAGER

01/16/26

ESTIMATED BY

TITLE

DATE

ACCEPTED BY

TITLE

DATE

**EXHIBIT B**

**PERFORMANCE BOND**

[ATTACH PERFORMANCE BOND]

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ceres (hereinafter referred to as "City") has awarded to West Coast Arborists, Inc, (hereinafter referred to as the "Contractor") an agreement for George Costa Fields Tree Removal (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated 9 February 2026, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, West Coast Arborists, Inc., the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of FIFTYSEVEN THOUSAND SIXTY DOLLARS, (\$57,060.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its 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 the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way 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 Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.).

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.

(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

Individual  
 Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

Partner(s)       Limited  
                       General

\_\_\_\_\_  
Number of Pages

Attorney-In-Fact  
 Trustee(s)  
 Guardian/Conservator  
 Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signer(s) Other Than Named Above

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## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** February 9, 2026

**TO:** Mayor and City Council

**FROM:** Douglas Dunford, City Manager

**CONTACT:** Julian Aguirre, Economic Development Manager  
[Julian.aguirre@ceres.gov](mailto:Julian.aguirre@ceres.gov), (209) 538-5773

**SUBJECT:** **Resolution No. 2026-XXX, Approving an Agreement with NorthStar Engineering Group, Inc. for an Amount Not to Exceed \$49,000.00 to Provide Project Planning Management Services, Approving a Budget Amendment, and Authorizing the City Manager to Execute the Agreement**

### **RECOMMENDED COUNCIL ACTION:**

Staff recommends Council adopt a resolution approving an agreement with NorthStar Engineering Group Inc. for Project Planning Management Services in an amount not to exceed Forty Nine Thousand Dollars (\$49,000.00), approve a corresponding budget amendment and authorize the City Manager to execute the agreement with North Star Engineering Group, Inc.

#### **I. BACKGROUND:**

The City of Ceres has been without a Community Development Director since February 2025, creating a gap within the Community Development Department. Orth Star Engineering has been assisting with the City Development Department since March 2025. North Star's prior agreement with the City expired on December 31, 2025. To ensure continuity of operations and compliance with state mandated timelines, staff is requesting continued consultant support.

The Community Development Department needs the additional support of a consultant to implement the programs of the Housing Element in a timely manner, to adhere the project deadlines, and to focus on several projects currently in review that need to be moved through the entitlement process.

#### **II. REASONS FOR RECOMMENDATION:**

NorthStar will provide critical project management and planning support, particularly for time-sensitive initiatives such as Housing Element implementation, the Downtown Specific Plan residential infill, and several current development projects. (e.g.: including

Copper Trails, Maverik, and West Landing build out). NorthStar will concentrate on projects they have already been working on. Additionally, North Star's continued assistance will prevent the City from having to extend timelines drastically, which would likely be required if someone else besides North Star stepped in to assist the Community Development Department.

**III. FISCAL IMPACTS:**

Staff recommends approving the contract with NorthStar Engineering Group Inc. effective February 9, 2026, and continuing through March 31, 2027, in an amount not to exceed forty-nine thousand dollars (\$49,000). This contract will require a budget amendment of eighteen thousand two hundred forty-seven dollars (\$18,247.00) to increase appropriations to 10075.029900 from General Fund Reserves. Thirty thousand seven hundred fifty-three dollars (\$30,753.00) has been allocated from the Regional Early Action Planning Grants (REAP 2.0) funding to offset the contract amount forth nine thousand dollars (\$49,000.00).

**IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

N/A.

**V. POLICY ALTERNATIVES:**

Council can choose not to approve the agreement with North Star which will burden the Community Development Department, and delay projects and have a significant impact on implementation of the REAP 2.0 project.

**VI. INTERDEPARTMENTAL COORDINATION:**

Staff worked with the Community Development Department and Finance Department for coordination of this report

**VII. PUBLIC PARTICIPATION:**

N/A

**VIII. ENVIRONMENTAL REVIEW:**

N/A

**IX. STEPS FOLLOWING APPROVAL:**

Upon approval by the City Council, the City Manager will execute the contract with NorthStar Engineering, Inc.

Approved by:

  
Douglas D. Dunford  
City Manager

Attachments:

1. Attachment A – Resolution
2. Attachment B – NorthStar Agreement
3. Attachment C – Budget Amendment



RESOLUTION NO. 2026-XXX

**APPROVING AN AGREEMENT WITH NORTHSTAR ENGINEERING GROUP, INC. FOR AN AMOUNT NOT TO EXCEED \$49,000.00 TO PROVIDE PROJECT PLANNING MANAGEMENT SERVICES, APPROVING A BUDGET AMENDMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

**THE CITY COUNCIL**  
City of Ceres

**WHEREAS**, the Community Development Director position has been vacant since February 2025, and

**WHEREAS**, North Star Engineering, Inc., (North Star) has been providing project planning management services to the City while Community Development Director position remains vacant: and

**WHEREAS**, The City's prior agreement with NorthStar expired on December 31, 2025; and

Whereas, North Star will consult and assist in the implementation of the 6<sup>th</sup> Cycle Housing Element and provide and support the Community Development Department; and

**WHEREAS**, the contract in the amount of forty nine thousand dollars (\$49,000.00) will be partially covered with REAP 2.0 funds in the amount of thirty thousand seven hundred fifty three dollars (\$30,753.00) and a budget amendment in the amount of eighteen thousand two hundred forty seven dollars (\$18,247.00) to 10075.029900 from the General Fund Reserves.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ceres hereby approves an agreement with NorthStar Engineering Group, Inc. for an amount not to exceed \$49,000.00 to provide project planning management services, approves a budget amendment, and authorizes the City Manager to execute the agreement.

**BE IT FURTHER RESOLVED**, the City of Ceres Finance Director is hereby authorized and directed to record the appropriate accounting entries.

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on the 9<sup>th</sup> day of February 2026, by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:  
ABSTAIN: Councilmembers:

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Javier Lopez, Mayor

ATTEST:

---

Fallon Martin, City Clerk



## ATTACHMENT B

### CITY OF CERES AGREEMENT FOR PROJECT PLANNING MANAGEMENT SERVICES

#### 1. PARTIES AND DATE.

This Agreement for Project Planning Management Services ("Agreement") is made and entered into this 9<sup>th</sup> day of February 2026, by and between the **City of Ceres** ("City") and NorthStar Engineering, Inc., an Incorporation, with its principal place of business at 620 12<sup>th</sup> Street, Modesto, CA. 95354 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain Planning Services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Planning and Engineering Services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Contractor to render such services for the various projects that have a short timeline to completion, (ie: Housing Element requirements, Maverik, Copper Trails Annexation) project ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the date first specified above to March 31, 2027, unless earlier terminated as provided herein. City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two (2) additional one-year terms.] Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

## ATTACHMENT B

### 3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows: Lea Simvoulakis.

3.2.5 City's Representative. City hereby designates Doug Dunford, City Manager and Julian Aguirre, Economic Development Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

## ATTACHMENT B

3.2.6 Contractor's Representative. Contractor hereby designates Tony de Melo, Principal Civil Engineer, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

## **ATTACHMENT B**

(a) Time for Compliance. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that the subcontractor has secured all insurance required under this section.

(b) Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

(i) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as the latest version of the Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$2,000,000 per occurrence. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

(ii) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as the latest version of Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(c) Endorsements.

(i) The policy or policies of insurance required by Section 3.2.10(b) (i) Commercial General Liability and (ii) Automobile Liability Insurance and (iii) Worker's Compensation Insurance shall be endorsed to provide the following:

(1) Additional Insured: City, its officials, officers, employees and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Endorsements shall be issued on a combination of ISO CG 20 10 and CG 20 37 or exact equivalents. Additional Insured Endorsements shall not (1) be restricted to "ongoing

## **ATTACHMENT B**

operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.

- (2) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees and agents shall not contribute with this primary insurance.
- (3) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (4) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (5) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
- (6) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officials, officers, employees and agents.
- (7) Applicability: That the coverage provided therein shall apply to the obligations assumed by Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

(ii) The policy or policies of insurance required by Section 3.2.10(b) (iii) Workers' Compensation shall be endorsed, as follows:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
- (2) Cancellation: The policy shall not be canceled or the coverage

## **ATTACHMENT B**

suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non-payment of premium.

(d) Deductible. Any deductible or self-insured retention must be approved in writing by City and shall protect the City, its officials, officers, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(e) Evidence of Insurance. Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

(g) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A-:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

(h) Insurance for Subcontractors. Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding City as an Additional Insured to the subcontractor's policies.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as

## **ATTACHMENT B**

applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### **3.3 Fees and Payments.**

**3.3.1 Compensation.** Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Forty-Nine Thousand Dollars and no cents, (\$49,000.00) without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

**3.3.2 Payment of Compensation.** Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

**3.3.3 Reimbursement for Expenses.** Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

**3.3.4 Extra Work.** At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

**3.3.5 Rate Increases.** In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth in Exhibit "C" shall be adjusted each year at the time of renewal in accordance with the Consumer Price Index.

### **3.3.6 California Labor Code Requirements**

**(a)** Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or

## **ATTACHMENT B**

more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).

(b) If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

### **3.4 Accounting Records.**

**3.4.1 Maintenance and Inspection.** Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

(a) **Grounds for Termination.** City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

## **ATTACHMENT B**

(b) Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

(c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

**NorthStar Engineering, Inc.**  
**620 12<sup>th</sup> Street**  
**Modesto, CA 95354**  
**Michelle Ellis**

City:

City of Ceres  
2220 Magnolia Street  
Ceres, CA 95307  
Attn: Doug Dunford, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.5 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct

## **ATTACHMENT B**

of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section 3.5.5 shall survive any expiration or termination of this Agreement.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Merced County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and

## ATTACHMENT B

subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

## **ATTACHMENT B**

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.22 Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

3.5.23 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

3.5.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.5.25 Subcontracting. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

### **SIGNATURES ON FOLLOWING PAGE**

**ATTACHMENT B**

**SIGNATURE PAGE FOR AGREEMENT  
FOR PLANNING MANAGEMENT SERVICES**

**IN WITNESS WHEREOF**, this Agreement was executed on the date first written above.

**CITY OF CERES**

*Approved By:*

---

Douglas D. Dunford  
City Manager

---

Date

*Attest:*

---

City Clerk

**NorthStar Engineering, Inc.**

---

Signature

---

Name

---

Title

---

Date

**EXHIBIT A****SCOPE OF PROFESSIONAL SERVICES**

NorthStar Engineering will provide a Principal Planner to assist Ceres with Planning Project Management. The Principal will provide up to ten hours of assistance per week for up to 102 hours of work as per the terms of the contract. The work the Principal will perform will be primarily dependent upon the daily needs of the Community Development Department, but will include but not be limited to the following broad categories of work:

**Site Planning Review and Land Use Consultation**

The Principal will take in new entitlement applications and review them for consistency with the City's General Plan, Zoning Ordinance, and other pertinent documents. The Principal will provide guidance to applicants on new and existing entitlement applications. The Principal will meet with applicants when necessary to discuss issues that arise during project review.

**Entitlement and Permit Coordination**

The Principal will route projects through Ceres' entitlement review process and be the liaison between applicants and staff for necessary revisions to projects. The Principal will coordinate meetings with other internal/external departments to facilitate necessary project coordination and completion. The Principal will coordinate with the staff and development team to ensure all necessary documents (site plans, architectural renderings, studies, hearing notices, etc.) are correctly prepared. The Principal will prepare staff reports and all necessary documents for any required public hearings. The Principal will attend Planning Commission meetings and City Council meetings if necessary to present a project to the hearing body.

**Environmental Review**

The Principal will assess the need for environmental review under the California Environmental Quality Act (CEQA) for each project. The Principal will oversee the preparation of environmental documents as needed and ensure the appropriate documents are submitted to the County for recordation and to CEQAnet.

**On-Site Services (if required)**

The Principal can provide on-site hours at the City of Ceres to provide assistance at the public counter if required. Counter hours will be limited to six hours per week, two days per week. The remaining contractual hours will be for the work described above. During the specified counter hours, the Principal will provide assistance in addressing public email and phone inquiries.

**Overtime and Saturday work will be billed at time and a half and Sunday work will be billed at double time.  
Expedited Project Schedule will be subject to increased rates, provided upon request.**

**Materials will be billed at cost plus 10%**

**The above rate schedule is effective through December 31, 2026 and is subject to adjustment January 1, 2027.**

**ITEM 15**

**ATTACHMENT B****EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

In the event that this Agreement is renewed pursuant to Section 3.1.2, the first renewal period shall be from February 9, 2026 and ending March 31, 2027, The second renewal period may be from April 1, 2027 through December 31, 2027

EXHIBIT "C"  
COMPENSATION

**ATTACHMENT B**

Budget Amendment No.

Fiscal Year 2026

Reference Resolution No . 2026- , dated February 9, 2026, authorizing appropriations for Agreement with North Star Engineering to provide Project Management Service to Community Development. as follows:

## Appropriations:

Fund Name	Org.	Object	Project (if appl.)	Appropriation Amount
Contracted Services	10075	029900		\$ 18,247.00

Requested Appropriation	\$ 18,247.00
Current Appropriation	
Total Appropriation	\$ 18,247.00

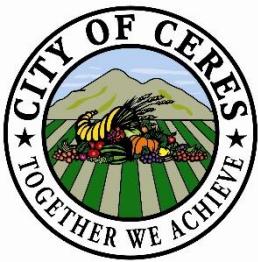
## Estimated Revenues:

Fund Name	Org.	Object	Project (if appl.)	Appropriation Amount

Additional Estimated Revenue	\$ 0.00
Current Estimated Revenue	
Total Estimated Revenue	\$ 0.00

Fiscal Impact: approving a budget amendment for FY2025-2026 to appropriate funds for Planning Project Management Services.





## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** February 9, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Michael R. Beltran II, P.E., Director of Engineering / City Engineer  
[michael.beltran@ceres.gov](mailto:michael.beltran@ceres.gov), (209) 538-5775

**SUBJECT:** **Resolution No. 2026-XXX, Approving the Revision of the Load-Carrying Capacity of the Service Road Bridge Over the Turlock Irrigation District Ceres Main Canal Pursuant to California Vehicle Code Section 35751**

### **RECOMMENDED COUNCIL ACTION:**

Staff recommends the City Council adopt a Resolution revising the Load-Carrying Capacity of the Service Road Bridge over the Turlock Irrigation District Ceres Main Canal pursuant to California Vehicle Code Section 35751.

#### **I. BACKGROUND:**

The Service Road Bridge over the Turlock Irrigation District Ceres Main Canal was constructed in 1921 and is owned and maintained by the City of Ceres. The bridge is a reinforced concrete structure supported by concrete substructure elements founded on spread footings.

In November 2024, the Caltrans Division of Structure Maintenance and Investigations (SM&I) performed the City's required biennial bridge inspection and identified new structural deterioration affecting the load-carrying capacity of the bridge. Based on the inspection findings, SM&I completed updated structural load rating calculations to determine revised allowable loads.

The revised analysis indicates that the bridge can no longer safely carry unrestricted vehicle loads. As a result, SM&I recommends that the Service Road Bridge be posted with reduced weight limits as shown below:

## Service Road Bridge over TID Ceres Main Canal

Vehicle Classification	Current Restriction	Recommended Restriction
Single Vehicle	No restriction	14 tons
Semi-Trailer Combination	No restriction	32 tons
Truck and Full Trailer	No restriction	34 tons
Permit Loads	Allowed	Not permitted

Pursuant to California Vehicle Code Section 35754, Public Works staff has installed temporary weight restriction signs at the bridge consistent with Caltrans' recommendations. California Vehicle Code Section 35751 requires that permanent load restrictions be established by the City Council following a public hearing.

No temporary repairs or interim strengthening measures are proposed currently. The weight restrictions are necessary to ensure public safety and to limit further structural deterioration until the bridge can be replaced as part of the capital improvement project.

### **II. REASONS FOR RECOMMENDATION:**

California Vehicle Code Section 35751 requires a public hearing and City Council action to establish or revise load limitations on City-owned bridges. Approval of the recommended action will satisfy statutory requirements and authorize the installation of permanent weight restriction signage.

### **III. FISCAL IMPACTS:**

If approved, Public Works staff will replace the existing temporary signs with permanent load-rating signage. The estimated cost to fabricate and install the permanent signs is approximately \$500.00. Funding for this work is included in the FY 2025-26 Streets Adopted Budget. There is no impact to the General Fund.

### **IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

This project is in conformance with the First Goal of the Strategic Plan:

- 1) **Infrastructure:** Ensure that the community has adequate, well-maintained infrastructure that fosters a quality community and supports a strong economy.

### **V. POLICY ALTERNATIVES:**

The City Council can choose to:

1. Approve the request as recommended by staff; or
2. Deny the request; or
3. Continue to a future City Council Meeting

**VI. INTERDEPARTMENTAL COORDINATION:**

The Engineering Services Department has coordinated with the Public Works Department, Streets Division.

**VII. PUBLIC PARTICIPATION:**

N/A

**VIII. ENVIRONMENTAL REVIEW:**

N/A

**IX. STEPS FOLLOWING APPROVAL:**

The Public Works Department will install permanent signage.

Approved by:



\_\_\_\_\_  
Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Resolution
2. Attachment B – Bridge Record of Critical Finding
3. Attachment C – Public Hearing Notice



**RESOLUTION NO. 2026-XXX**

**APPROVING THE REVISION OF THE LOAD-CARRYING CAPACITY  
OF THE SERVICE ROAD BRIDGE OVER THE TURLOCK IRRIGATION  
DISTRICT CERES MAIN CANAL PURSUANT TO CALIFORNIA  
VEHICLE CODE SECTION 35751**

**THE CITY COUNCIL**  
City of Ceres

**WHEREAS**, the Service Road Bridge over the Turlock Irrigation District (TID) Ceres Main Canal is a City-owned bridge located within the City of Ceres; and

**WHEREAS**, California Vehicle Code Section 35751 requires that the City Council conduct a public hearing prior to establishing or revising load-carrying limitations on City-owned bridges; and

**WHEREAS**, the Service Road Bridge was constructed in 1921 and has experienced age-related deterioration affecting its structural capacity; and

**WHEREAS**, in November 2024, the Caltrans Division of Structure Maintenance and Investigations (SM&I) conducted a biennial bridge inspection and identified new deterioration affecting the load-carrying capacity of the bridge; and

**WHEREAS**, based on the inspection findings, Caltrans SM&I performed updated structural load rating calculations and recommended revised load-carrying limitations for the Service Road Bridge; and

**WHEREAS**, pursuant to California Vehicle Code Section 35754, the City has installed temporary weight restriction signage in accordance with Caltrans' recommendations to protect public safety; and

**WHEREAS**, on February 9, 2026, the City Council conducted a duly noticed public hearing to receive public comment regarding the proposed revision to the load-carrying capacity of the Service Road Bridge; and

**WHEREAS**, the City Council finds that adoption of the revised load limits is necessary to ensure public safety, preserve the structural integrity of the bridge, and comply with state law; and

**WHEREAS**, the revised load-carrying limitations for the Service Road Bridge over the Turlock Irrigation District Ceres Main Canal, as recommended by the Caltrans Division of Structure Maintenance and Investigations, are hereby adopted as follows:

- 14 tons per single vehicle
- 32 tons per semi-trailer combination
- 34 tons per truck and full trailer
- No permit loads allowed

**ATTACHMENT A**

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ceres does hereby approve the revision of the load-carrying capacity of the Service Road bridge over the Turlock Irrigation District Ceres Main Canal pursuant to California Vehicle Code Section 35751

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on the 9<sup>th</sup> day of February 2026, by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:  
ABSTAIN: Councilmembers:

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Javier Lopez, Mayor

ATTEST:

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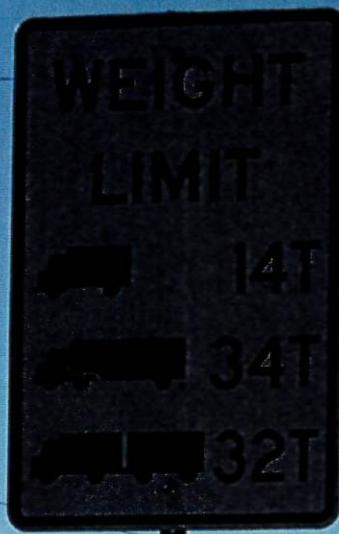
Fallon Martin, City Clerk



## Bridge Record of Critical Finding (RCF)

### Caltrans Structure Maintenance and Investigations (SM&I)

Bridge Number:	Bridge Name:	Bridge on the NHS:
38C0222	T.I.D. CERES MAIN CANAL	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Bridge Location (District-County-Rte/Road-PM/Nearest Intersecting Road): <b>T.I.D. CERES MAIN CANAL</b>		Bridge Owner (Caltrans District / County / City / Other): <b>City of CERES</b>
Bridge Owner's Representative Contacted by SM&I (name and title): <b>Sam Royal</b>		<b>Instructions and Notes (continued at the bottom of the RCF form):</b> <b>Note 1:</b> This RCF form is referenced from Section 5.8 of the SM&I Procedures Manual. <b>Note 2:</b> A critical finding is "a structural or safety related deficiency that requires immediate action to ensure public safety." (23 CFR, §650.305) <b>Note 3:</b> The Inspection Team Leader shall <u>immediately</u> notify the Bridge Owner by phone, text and/or email until contact is made when a critical finding is discovered or when a suspected critical finding is confirmed after an evaluation. <b>Note 4:</b> The date of the critical finding is the date of its discovery or confirmation after an evaluation.
Business Phone: <b>(209) 538-5717</b>	Email Address: <b>samir.royal@ci.ceres.ca.us / al.burkett@ci.ceres.ca.us</b>	
Date of Critical Finding (see Note 4): <b>02/20/2025</b>	Date of Contact: <b>02/21/2025</b>	
Critical Finding (provide concise description and attach photos with captions to the RCF): Updated Load rating based on distress yielded the need for a new posting on this structure below legal limits. New ratings and load restrictions are as follows:  <b>Type 3: 14 T; Type3S2: 34 T; Type 3-3: 32 T</b>		
Corrective Actions for the Critical Finding Recommended by SM&I to the Bridge Owner (see Note 7): Install new posting signs with the above limits on each side of the bridge (both approaches).		
Corrective Actions by the Bridge Owner (describe the known actions until the RCF is sent by SM&I to the Bridge Owner in the first 24 hours):  <b>Sam Royal, City of Ceres Public Work Director, was contacted regarding the findings and the need for a load posting at this bridge. We left a voice message with this information and provided an email follow-up to both Sam and also Albert Burkett regarding the need for posting.</b>		
<input type="checkbox"/> Corrective Actions Completed, Close Out the RCF		<input checked="" type="checkbox"/> Corrective Actions Active, Estimated Completion Date: <b>03/10/2025</b>
Operational Restrictions: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (describe below)  <b>Type 3: 14 T; Type3S2: 34 T; Type 3-3: 32 T</b>		
Inspection Team Leader (responsible for initial notification of the Bridge Owner and initiation of the RCF): Name: <b>Anthony Fernandes</b> Signature: <b>Anthony Fernandes</b> Digitally signed by Anthony Fernandes Date: 2025 02 21 14 26 47 -0800 Date: <b>02/21/2025</b>		
Investigations Branch Chief (responsible for closing out the RCF when the corrective actions are completed <u>after</u> the first 24 hours, if applicable): Name: <b>Anthony Fernandes</b> Signature: <b>Anthony Fernandes</b> Digitally signed by Anthony Fernandes Date: 2025 02 21 14 27 30 -0800 Date: <b>02/21/2025</b>		
Corrective Actions Completed by the Bridge Owner (use this part of the form only when closing out the RCF <u>after</u> the first 24 hours, if applicable): Load Posting/Weight Limit signs installed at both approaches indicating limits of: <b>14 T Type 3</b> <b>34T Type 3S2</b> <b>32T Type 3-3</b>		
<input checked="" type="checkbox"/> Corrective Actions Completed, Close Out the RCF		
Investigations Branch Chief (responsible for closing out the RCF when the corrective actions are completed <u>after</u> the first 24 hours, if applicable): Name: <b>Anthony Fernandes</b> Signature: <b>Anthony Fernandes</b> Digitally signed by Anthony Fernandes Date: 2025 02 21 14 28 05 -0800 Date: <b>02/26/2025</b>		
Routing of the RCF within SM&I:		
Investigations Branch Chief	Signatures (for initial approval of the RCF): <b>Anthony Fernandes</b>	Signatures (for subsequent closing out the RCF): <b>Anthony Fernandes</b>
Investigations Office Chief	<b>Ryan Odell</b>	Digitally signed by Ryan Odell Date: 2025 02 26 15 43 46 -0800 <b>Ryan Odell</b>
Inspection Program Manager		Digitally signed by Nick Semander Date: 2025 02 26 18 10 57 51 -0800
SM&I Quality Control Branch (for processing)	<b>Alexander A. J. Schmitt</b>	Digitally signed by Alexander A. J. Schmitt Date: 2025 02 24 18 18 30 -0800 <b>Alexander A. J. Schmitt</b>
<b>Note 5:</b> SM&I shall send the RCF to the Bridge Owner within 24 hours of the critical finding. <b>Note 6:</b> SM&I shall send the RCF or a notification by phone, text or email to FHWA within 24 hours of the critical finding for a bridge on the National Highway System (NHS), if the critical finding results in full or partial closure of the bridge, or a Nonredundant Steel Tension Member (NSTM) rated in serious or worse condition, as defined by SNBI B.C.14 ≤ 3. <b>Note 7:</b> The Bridge Owner is responsible for the corrective actions for the critical finding, such as full closure, lane closure, shoulder closure, load posting, speed posting, shoring, temporary railing, repairs, rehabilitation and/or replacement, where applicable.		







**City of Ceres  
NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN THAT THE CERES CITY COUNCIL** will hold a public hearing in the Council Chambers at 2701 Fourth Street, Ceres, CA, on February 9, 2026, at 6:00 p.m. or as soon as possible thereafter, to receive and consider all evidence and reports relative to adoption of a resolution of the City Council of the City of Ceres Revising the Load-Carrying Capacity of the Service Road Bridge over the Turlock Irrigation District Ceres Main Canal Pursuant to California Vehicle Code Section 35751.

In November 2024, the Caltrans Division of Structure Maintenance and Investigations (SM&I) performed the City's required biennial bridge inspection and identified new structural deterioration affecting the load-carrying capacity of the bridge. Based on the inspection findings, SM&I completed updated structural load rating calculations to determine revised allowable loads. The revised analysis indicates that the bridge can no longer safely carry unrestricted vehicle loads.

All interested parties are invited to attend said hearing and express opinions or submit evidence for or against proposal as outlined above.

Further information on the above hearing may be obtained or viewed at the office of the City Clerk, City Hall, 2220 Magnolia Street Ceres, CA 95307 or by telephone at (209) 538-5731.

If a citizen wishes to challenge the nature of the above actions in court, they may be limited to raising only those issues they or someone else raised at the public hearing described in the notice, or in written correspondence delivered to the City of Ceres, at, or prior to the public hearing.

/s/ Fallon Martin, City Clerk

Date Notice Posted: January 28, 2026





## COUNCIL AGENDA REPORT

### CITY COUNCIL

Javier Lopez, Mayor  
James Casey, Dist.1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

**MEETING DATE:** February 9, 2026

**TO:** Mayor and City Council

**FROM:** Douglas D. Dunford, City Manager

**CONTACT:** Julian Aguirre, Economic Development/Redevelopment Manager  
[julian.aguirre@ci.ceres.ca.us](mailto:julian.aguirre@ci.ceres.ca.us), (209) 538-5773

**SUBJECT:** **Resolution 2026-XXX, Approving the Submittal of a Letter of Support from the Ceres City Council for South Modesto Businesses United for the 2025 Planning and Capacity Building Grant Application**

### **RECOMMENDED COUNCIL ACTION:**

Staff recommend the City Council approve a resolution for a support letter for South Modesto Businesses United for the 2025 Planning and Capacity Building Grant Application.

#### **I. BACKGROUND:**

South Modesto Business United has demonstrated several years of commitment to strengthening South Modesto and surrounding communities through targeted advocacy, research and collaboration focused on small business needs, transportation access and equitable economic development.

#### **II. REASONS FOR RECOMMENDATION:**

The Proposed project will deliver a comprehensive Clean Mobility and Bundled infrastructure planning effort targeting South Modesto. This initiative directly responds to findings in SMBU's Community Transportation Needs Assessment, including the significant reality that 61% of residents currently lack access to EV charging infrastructure, and 36% of residents do not possess a driver license. These gaps present substantial barriers to economic mobility, workforce participation and access to essential services. This grant is imperative to advance the planning work necessary to identify grid capacity, align clean transportation investments, and bundle infrastructure solutions in a way that is both strategic and implementation ready.

#### **III. FISCAL IMPACTS:**

N/A

**IV. EXISTING POLICY / RELATIONSHIP TO THE STRATEGIC PLAN:**

Community engagement: Establish strong relationships with all sectors of the community, recognizing its cultural diversity and increase their involvement in creating the future of the city.

- a. Collaborate with community groups to achieve mutual goals

**V. POLICY ALTERNATIVES:**

The City Council could choose not to participate in supporting South Modesto Businesses United

**VI. INTERDEPARTMENTAL COORDINATION:**

N/A

**VII. PUBLIC PARTICIPATION:**

N/A

**VIII. ENVIRONMENTAL REVIEW:**

There is no required environmental review.

**IX. STEPS FOLLOWING APPROVAL:**

Upon approval, staff will sign letter of support for South Modesto Business United for 2025 Planning and Capacity Building Grant Application

Approved by:



\_\_\_\_\_  
Douglas D. Dunford,  
City Manager

Attachments:

1. Attachment A – Resolution
2. Attachment B – Letter of Support

**RESOLUTION NO. 2026-XXX**

**APPROVING THE SUBMITTAL OF A LETTER OF SUPPORT FROM THE CERES CITY COUNCIL FOR SOUTH MODESTO BUSINESSES UNITED FOR THE 2025 PLANNING AND CAPACITY BUILDING GRANT**

**THE CITY COUNCIL**  
City of Ceres

**WHEREAS**, South Modesto Business United (SMBU) is a community-based organization that has demonstrated several years of commitment to supporting small businesses, improving transportation access, and advancing equitable economic development in South Modesto and surrounding areas; and

**WHEREAS**, SMBU is seeking a letter of support so that they may submit with their application for a grant that would allow them to identify gaps by advancing planning efforts that integrate clean mobility, transportation access and infrastructure readiness in an equitable and coordinated manner; and

**WHEREAS**, the successful implementation of this planning effort will support economic vitality, improve access to clean transportation, strengthen commercial corridors, and advance sustainability for South Modesto residents and businesses.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ceres does hereby approve the submittal of a letter of support from the Ceres City Council to South Modesto Business United for the 2025 planning and capacity building grant.

**PASSED AND ADOPTED** by the Ceres City Council at a regular meeting thereof held on the 9<sup>th</sup> day of February 2026, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

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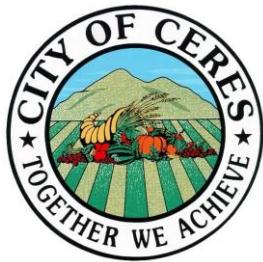
Javier Lopez, Mayor

ATTEST:

---

Fallon Martin, City Clerk





**CERES CITY COUNCIL**

2220 Magnolia Street  
Ceres, CA 95307  
(209) 538-5700

**CITY COUNCIL**

Javier Lopez, Mayor  
James Casey, Dist. 1  
Rosalinda L. Vierra, Dist. 2  
Cerina Otero, Dist. 3  
Daniel A. Martinez, Dist. 4

February 9, 2026

California Air Resources Board  
Clean Mobility Options – Planning and Capacity Building Program

Re: Letter of Support for South Modesto Businesses United (SMBU)  
2025 Planning & Capacity Building Grant Application

Dear Review Committee,

On behalf of the City of Ceres, I am pleased to express our support for South Modesto Businesses United (SMBU)'s application to the 2025 Clean Mobility Options Planning and Capacity Building Grant Program for its proposed *South Modesto Clean Mobility and Bundled Infrastructure Readiness Plan*.

Commercial corridors and adjacent neighborhoods in and around South Modesto and the greater south county region face ongoing transportation access challenges that impact residents, workers, and small businesses. Limited transit reliability, rising vehicle operating costs, and gaps in clean mobility infrastructure can constrain economic activity and reduce access to jobs, education, and essential services. Addressing these challenges requires thoughtful, coordinated planning prior to pursuing implementation funding.

SMBU's proposed planning effort is consistent with regional economic development and corridor revitalization priorities. The project's focus on community engagement, site screening, feasibility analysis, utility coordination, and identification of viable delivery and funding pathways represents a prudent, implementation-ready approach. We also recognize that this application is limited to planning and capacity-building activities, which is appropriate at this stage of project development.

During the planning phase, the City of Ceres is willing to coordinate with SMBU, as appropriate, including participation in planning discussions and alignment with relevant City and regional initiatives. This letter of support reflects the City's interest in early coordination and information sharing and does not constitute a commitment to construction, regulatory approvals, or financial participation.

We commend SMBU for its corridor-focused, community-driven approach and support its efforts to advance equitable and sustainable clean mobility planning.

Sincerely,

Javier Lopez, Mayor  
City of Ceres

