

## City of Guadalupe AGENDA

### **Regular Meeting of the Guadalupe City Council**

### Tuesday, October 14, 2025, at 6:00 pm City Hall, Council Chambers, 918 Obispo Street, Guadalupe CA 93434

The City Council meeting will broadcast live streamed on the City of Guadalupe's Official YouTube channel: <a href="https://www.youtube.com/channel/UCaxeHWd9JkmvKnGFU8BAYQQ">https://www.youtube.com/channel/UCaxeHWd9JkmvKnGFU8BAYQQ</a>

If you choose not to attend the City Council meeting but wish to submit a written comment for the Community Participation Forum or on a specific agenda item, please submit via email to <u>juana@ci.guadalupe.ca.us</u> no later than 2:00 pm on Tuesday, October 14, 2025.

Please be advised that, pursuant to State Law, any member of the public may address the City Council concerning any item on the Agenda, before or during Council consideration of that item. If you wish to speak on any item on the agenda, including any item on the Consent Calendar or the Ceremonial Calendar, please submit a speaker request form for that item. If you wish to speak on a matter that is not on the agenda, please do so during the Community Participation Forum.

The Agenda and related Staff reports are available on the City's website: <a href="www.cityofguadalupe.org">www.cityofguadalupe.org</a> Friday before Council meeting.

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this agenda will be made available the Friday before Council meetings at the Administration Office at City Hall 918 Obispo Street, Monday through Friday between 8:00 am and 4:00 pm, and also posted 72 hours prior to the meeting. The City may charge customary photocopying charges for copies of such documents. Any documents distributed to a majority of the City Council regarding any item on this agenda less than 72 hours before the meeting will be made available for inspection at the meeting and will be posted on the City's website and made available for inspection the day after the meeting at the Administrator Office at City Hall 918 Obispo Street, Monday through Friday between 8:00 am and 4:00 pm.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, including review of the Agenda and related documents, please contact the Administration Office at (805) 356.3891 at least 72 hours prior to the meeting. This will allow time for the City to make reasonable arrangements to ensure accessibility to the meeting.

#### 1. ROLL CALL:

Council Member Eugene Costa Jr.
Council Member Whitney Furness
Council Member Amelia M. Villegas
Mayor Pro Tempore Christina Hernandez
Mayor Ariston Julian

### 2. PLEDGE OF ALLEGIANCE

### 3. MOMENT OF THANKS, APPRECIATION OR CONDOLENCES

### 4. <u>AGENDA REVIEW</u>

At this time the City Council will review the order of business to be conducted and receive requests for, or make announcements regarding, any change(s) in the order of business.

### 5. COMMUNITY PARTICIPATION FORUM

Each person will be limited to a discussion of three (3) minutes or as directed by the Mayor. Pursuant to the provisions of the Brown Act, no action may be taken on these matters unless they are listed on the agenda, or unless certain emergency or special circumstances exist. City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

### 6. <u>CEREMONIAL CALENDAR</u>

### **Proclamations:**

- A. Recognizing October 2025, as Filipino American History Month
- B. Recognizing October 2025, as Breast Cancer Awareness Month
- C. Recognizing October 13, 2025, as Indigenous Peoples Day

### 7. **CONSENT CALENDAR** (A-G)

The following items are presented for City Council approval without discussion as a single agenda item in order to expedite the meeting. Should a Council Member wish to discuss or disapprove an item, it must be dropped from the blanket motion of approval and considered as a separate item.

- **A.** Waive the reading in full of all Ordinances and Resolutions. Ordinances on the Consent Calendar will be adopted by the same vote cast as the first meeting unless City Council indicates otherwise.
- **B.** Approve payment of warrants for the period ending October 3, 2025.
- **C.** Approve the Minutes of the City Council regular meeting of September 23, 2025.
- **D.** Approve the cancellation of the City Council meeting on November 11, 2025.
- E. Adopt Resolution No. 2025-54 approving a Contractor Services Agreement with Quincon, Inc. for construction of the 303 Obispo Site Improvements EV/Bus Charging Facility Project; and adopt Resolution No. 2025-55 approving a Consultant Services Agreement with Cannon Corporation for construction management and inspection services for the 303 Obispo Site Improvements Project.
- **F.** Adopt Resolution No. 2025-56 approving a Landscape Maintenance Agreement (LMA) with Caltrans, which memorializes the City's and Caltrans' maintenance responsibilities within the State right-of-way and authorizing the Mayor to sign the agreement on behalf of the City.
- **G.** Approval of need for continuing emergency regarding Supervisory Control and Data Acquisition (SCADA) system.

### **MANAGEMENT REPORTS**

- **8. CITY ADMINISTRATOR**: (Information Only)
  - A. City Administrator's report for October 14, 2025
  - B. Planning Department report for September 2025
  - C. Building Department report for September 2025
- **9. DIRECTOR OF PUBLIC SAFETY**: (Information Only)
  - A. Director of Public Safety report for October 14, 2025
- **10. DIRECTOR OF PUBLIC WORKS**: (Information Only)
  - A. Public Works and Engineering report for September 2025

### **REGULAR BUSINESS**

11. Approval of a construction agreement with Pre Con Industries for the renovation of the Royal Theater Project.

Written report: Tom Brandeberry, Project Manager

<u>Recommendation</u>: That the City Council adopt Resolution No. 2025-57 approving a Contractor Services Agreement with Pre Con Industries for the renovation of the Royal Theater Project and authorizing the Mayor to sign the agreement on behalf of the City.

- 12. FUTURE AGENDA ITEMS
- 13. ANNOUNCEMENTS COUNCIL ACTIVITY/COMMITTEE REPORTS
- 14. ADJOURNMENT TO CLOSED SESSION
- 15. CLOSED SESSION AGENDA
  - A. Public Employment

(Subdivision (b) of Gov. Code Section 54957)

Title: Director of Public Safety

- 16. ADJOURNMENT TO OPEN SESSION MEETING
- 17. CLOSED SESSION ANNOUNCEMENTS
- 18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall display case and website not less than 72 hours prior to the meeting. Dated this 10<sup>th</sup> day of October 2025.

Todd Bodem	
Todd Bodem, City Administrator	

### PROPOSED FUTURE CITY COUNCIL AGENDA ITEMS

Council Meeting: Date and Subject	Department Agenda Category				
Tuesday, October 28, 2025, at 6:00 p.m. / Regu	lar Meetin	g			
Climate Action Plan – Dr. Cornelius Nuworsoo				Presentations	
Las Mujeres Park Rehab Project – Award Bid		City	Engineer	Consent Calendar	
Guadalupe Transit Hub Project – Award Bid		City	Engineer	Consent Calendar	
MOU with GBA regarding Cosecha Farmers Ma	rket at Le	City	Attorney	Regular Business	
Roy Park					
Recreation and Parks Commission Vaca	ant Seat	Todo	d Bodem	Regular Business	
Appointment	aulas Maat				
Tuesday, November 25, 2025, at 6:00 p.m. / Re	guiar ivieet		2 :11: O((: : 1	D 1 D :	
Building Code Update		JAS I	Building Official	Regular Business	
Other Unscheduled Items	Propos	ed	Department	Agenda Category	
	Date of I	tem			
Gift Policy			City Attorney	New Business	
Social Host Ordinance			City Attorney	New Business	
Personnel Manual Update				New Business	
Pasadera Development Annual Update			City Engineer		
Water and Sewer Rate Study			City Administrator	New Business	
Master Fee Schedule Update			Finance Director		
Food Truck Regulations			Planning Department		
SLO CAL Root One –Community Benefit Fee			Administration Dept		
Royal Theater and Additional Funding			Thomas Brandeberry		
Cost Allocation Plan					



### Guadalupe, California

## Proclamation

### **RECOGNIZING OCTOBER 2025, AS FILIPINO AMERICAN HISTORY MONTH**

WHEREAS, the heritage of the Filipino people enriches our own culture, and we welcome the history, culture, and contributions of the Filipino American community to our city, state, and the nation; and

WHEREAS, Filipino American History Month was established in 1988 to commemorate the arrival of the first Filipinos who landed in what is now Morro Bay, California on October 18, 1587; and

WHEREAS, The Filipino American National Historical Society (FANHS) recognizes the year 1763 as the date of the first permanent Filipino settlement in the United Sates in Saint Malo Parrish, Louisiana; and

WHEREAS, the California Department of Education first recognized October as Filipino American History Month in 2006 by placing it on its celebrations calendar, while the 111<sup>th</sup> Congress of the United States and the California State Legislature also gave recognition; and

WHEREAS, for generations, the United States of America has been fortified by the talents and efforts of its diverse residents of Filipino descent; and

WHEREAS, the Filipino American community continues to accomplish its goal to foster understanding through the development, promotion, and preservation of Filipino values, culture, and tradition. These citizens have truly made a difference, and their professional and civic involvement will continue to enrich our communities far into the future.

NOW, THEREFORE, BE IT RESOLVED, that by virtue of the authority vested in me as Mayor and on behalf of the City Council of the City of Guadalupe, I, Ariston Julian, do hereby recognize October 2025 as

### Filipino American History Month

and invite the community to study and explore the advancement of Filipino American culture, people, traditions, and values that have positively enriched our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Guadalupe, California to be affixed this 14<sup>th</sup> day of October 2025.

AUG SON

Ariston Julian, Mayor City of Guadalupe



### Guadalupe, California

## Proclamation

### RECOGNIZING OCTOBER 2025, AS BREAST CANCER AWARENESS MONTH

WHEREAS, breast cancer is one of the most commonly diagnosed cancers among women; and

WHEREAS, Breast Cancer Awareness Month began in 1985 as a partnership between the American Cancer Society and Imperial Chemical Industries Pharmaceuticals (AstraZeneca); and

WHEREAS, the emotional, physical, and financial burdens of breast cancer significantly impact not only patients but also their families, caregivers, and communities, requiring comprehensive support and resources for all those affected; and

WHEREAS, the American Cancer Society has searched endlessly for a cure through vital research and has the mammoth task of educating our community and all Americans of the risks of breast cancer; and

WHEREAS, increased breast cancer screening increases early detection; reduces death; increases life expectancy; decreases late-stage cancer diagnoses, and increases five-year survival rates; and

WHEREAS, this is an opportunity for the City of Guadalupe and all of our community to "Go Pink" in October to raise awareness, promote early screening, and honor those affected by breast cancer.

NOW, THEREFORE, BE IT RESOLVED, that by virtue of the authority vested in me as Mayor and on behalf of the City Council of the City of Guadalupe, I, Ariston Julian, do hereby proclaim the month of October 2025 as

### **BREAST CANCER AWARENESS MONTH**

and ask all Guadalupe to join in this worthwhile cause to celebrate successes and memorialize lost battles.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Guadalupe, California to be affixed this 14<sup>th</sup> day of October 2025.

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Ariston Julian, Mayor City of Guadalupe



### Guadalupe, California

## Proclamation

### **RECOGNIZING OCTOBER 13, 2025, AS INDIGENOUS PEOPLES DAY**

WHEREAS, the City of Guadalupe is located on the ancestral lands of Indigenous peoples who have stewarded these lands for generations, and we honor their enduring relationship with this region; and

WHEREAS, Indigenous Peoples Day recognizes and celebrates the rich cultures, traditions, contributions, and resilience of Native peoples, past and present; and

WHEREAS, California is home to more Native American tribes than any other state, each with unique histories, languages, and cultures that continue to thrive and enrich our communities today; and

WHEREAS, the Central Coast region, including the land on which Guadalupe now stands, is historically home to the Chumash people, whose deep connection to the land, waters, and natural resources endures and is a vital part of the region's heritage; and

WHEREAS, for many years, Indigenous voices and histories have been marginalized or misrepresented, and this day serves as a step toward truth, healing, and justice; and

WHEREAS, the City of Guadalupe values diversity, inclusion, and equity, and reaffirms its commitment to uplifting Indigenous communities and preserving Indigenous heritage; and

WHEREAS, recognizing Indigenous Peoples Day encourages reflection, education, and dialogue that fosters mutual respect and a more accurate understanding of our shared history.

**NOW, THEREFORE, BE IT RESOLVED,** that by virtue of the authority vested in me as Mayor and on behalf of the City Council of the City of Guadalupe, I, Ariston Julian, do hereby proclaim October 13, 2025, as

### **Indigenous Peoples Day**

in the City of Guadalupe and encourage all residents to honor and celebrate the contributions and cultures of Indigenous peoples throughout our community and across the nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Guadalupe, California to be affixed this 14<sup>th</sup> day of October 2025.

Ariston Julian, Mayor City of Guadalupe



### REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE Agenda of October 14, 2025

Prepared by:

Veronica Fabian,

**Finance Account Clerk** 

Reviewed by: Janice Davis

**Finance Director** 

Approved by:

Todd Bodem

**City Administrator** 

Todd Bodem

**SUBJECT:** 

Payment of warrants for the period ending October 3, 2025, to be ratified for payment

by the City Council. Subject to having been certified as being in conformity with the

budget by the Finance Department staff.

### **RECOMMENDATION:**

That the City Council review and ratify the listing of hand checks and warrants to the paid-on October 15, 2025.

### **BACKGROUND:**

Submittal of the listing of warrants issued by the City to vendors for the period and explanations for disbursement of these warrants. An exception, such as an emergency hand check may be required to be issued and paid prior to submittal of the warrant listing, however, this warrant will be identified as "Ratify" on the warrant listing.



### **Payable Register**

## Payable Detail by Vendor Name Packet: APPKT00691 - 10.14.25 BIWEEKLY RUN

Payable # Payable Description	Payable Type Post Da Bank Code	te Payable Date		Discount Date On Hold	Amount	t T	ax Shipping	Discount	Tot
Vendor: ABH01 - AETNA RES	OURCES FOR LIVING						Vendo	r Total:	50.
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ADM - EMPLOYEE ASSISTANCE Distributions	•	0.0		50.32	0.00	0.00	0.00	50.32	
<b>Account Number</b> 001-4140-0450	Account Name Other Benefits	Project A	ccount Key	Amount 50.32	<b>Percer</b> 100.009				
Vendor: AMA02 - AMAZON E	BUSINESS						Vendo	r Total:	301.7
1G7W-G4WK-QR7R ADM-ACCT#:A19RD4DAF93AQ OF Items	Invoice 9/27/20 FFICE SUPPL Warr Bank Acc	• •	9/27/2025 count	9/27/2025 No	54.49	0.	0.00	0.00	54.4
Item Description	Commodity	Uni	its Price	Amount	Tax Sh	nipping	Discount	Total	
ADM - OFFICE SUPPLIES FOR AD Distributions	OMIN NA	0.0	0.00	54.49	0.00	0.00	0.00	54.49	
Account Number 001-4105-1200	Account Name Office Supplies & Postage	Project A	ccount Key	<b>Amount</b> 54.49	<b>Percer</b> 100.009				
<u>1HHF-CC6V-GHYJ</u> FINANCE - ACCT#:A19RD4DAF93A	Invoice 9/29/20 AAUQ - DES Warr Bank Acc	• •	9/29/2025 count	9/29/2025 No	126.11	L 0.	0.00	0.00	126.1
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Account Number 001-4120-1200	Account Name Office Supplies & Postage	Project A	ccount Key	<b>Amount</b> 126.11	Percer 100.009				
<u>1JFL-793D-9JFW</u> P&R- ACCT#:A19RD4DAF93AUQ - <b>Items</b>	Invoice 9/29/20 FOLDABLE Warr Bank Acc	• •	9/29/2025 count	9/29/2025 No	64.59	0.	0.00	0.00	64.5
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Account Number 001-4300-1550	Account Name Operating Supplies & Exp.	Project A	ccount Key	<b>Amount</b> 64.59	Percer 100.009				
<u>1PG3-NNR4-6KGK</u> P&R- ACCT#:A19RD4DAF3AUQ - F <b>Items</b>	Invoice 10/1/20 PICADO BA Warr Bank Acc	• •	10/1/2025 count	10/1/2025 No	56.52	2 0.	0.00	0.00	56.5
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### Transition Technology Svs 170.00 100.00%    UBS OF MID	Vendor .00 0.00 0.00  Shipping Discount 0.00 0.00  cent 00%	720.00  Tax Shi 0.00  Percent 100.00%	170.00  10/2/2025 No  Amount 720.00  Amount 720.00	10/2/2025 punt ts Price 00 0.00 ccount Key	5 10/2/2025 - Warrants Bank Acco Unit 0.0 Project Ac	OF MID  10/2/ Warr Bank A  Commodity  NA  Name onal Services  ERY, INC.  9/11/	Invoice YARD MAINTENANCE REIM.  25 YARD MAINTENANCE RE  25 YARD MAINTENANCE RE  25 YARD MAINTENANCE RE  26 YARD MAINTENANCE RE  27 YARD MAINTENANCE RE  28 YARD MAINTENANCE RE  29 YARD MAINTENANCE RE  20 YARD MAINTENANCE RE  20 YARD MAINTENANCE RE  20 YARD MAINTENANCE RE  20 YARD MAINTENANCE RE  21 YARD MAINTENANCE RE  22 YARD MAINTENANCE RE  23 YARD MAINTENANCE RE  24 YARD MAINTENANCE RE  26 YARD MAINTENANCE RE  26 YARD MAINTENANCE RE  27 YARD MAINTENANCE RE  27 YARD MAINTENANCE RE  28 YARD MAINTENANCE RE  29 YARD MAINTENANCE RE  20 YARD MAINTENANCE RE  20 YARD MAINTENANCE RE  21 YARD MAINTENANCE RE  21 YARD MAINTENANCE RE  22 YARD MAINTENANCE RE  23 YARD MAINTENANCE RE  24 YARD MAINTENANCE RE  26 YARD MAINTENANCE RE  26 YARD MAINTENANCE RE  27 YARD MAINTENANCE RE  27 YARD MAINTENANCE RE  28 YARD MAINTENANCE RE  28 YARD MAINTENANCE RE  29 YARD MAINTENANCE RE  20 YARD MAINTENANCE RE  21 YARD MAINTENANCE RE  22 YARD MAINTENANCE RE  23 YARD MAINTENANCE RE  24 YARD MAINTENANCE RE  25 YARD MAINTENANCE RE  26 YARD MAINTENANCE RE  26 YARD MAINTENANCE RE  27 YARD MAINTENANCE RE  27 YARD MAINTENANCE RE  27 YARD MAINTENANCE RE  28 YARD MAINTENANCE RE  28 YARD MAINTENANCE RE  28 YARD MAINTENANCE RE  29 YARD MAINTENANCE RE  20 YARD MAINTENANCE RE  21 YARD MAINTENA						
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Vendor Total:

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Payable Register Payable #	Payable Type Post Date	Payable Date Due Date	Discount Date	Packet: APPK Amount Ta	T00691 - 10.1	_	EEKLY RUN Total
Payable Description 38246392	Bank Code Invoice 9/10/2025	9/10/2025 9/10/2025	On Hold 9/10/2025	310.00 0.0		0.00	310.00
PW - PEST AWAY SERVICE		arrants Bank Account	No 9,10,2023	310.00		0.00	010.00
Items Item Description	Commodity	Units Price	e Amount	Tax Shipping	Discount	Total	
PW - PEST AWAY SERVICE Distributions	NA	0.00 0.00	310.00	0.00 0.00	0.00	310.00	
<b>Account Number</b> 001-4145-2150	Account Name Professional Services	Project Account Key	<b>Amount</b> 310.00	<b>Percent</b> 100.00%			
Vendor: CLA02 - CLAY'S SEPT	IC & JETTING,				Vendor	Total:	3,535.64
83953 WWTP-MAN HOLE ON CORNER OF	Invoice 8/27/2025 F 11TH AN Warr Bank Acct - Wa	8/27/2025 8/27/2025 arrants Bank Account	8/27/2025 No	3,535.64 0.0	0.00	0.00	3,535.64
Items Item Description	Commodity	Units Price	e Amount	Tax Shipping	Discount	Total	
WWTP-MAN HOLE ON CORNER Distributions	•	0.00 0.00		0.00 0.00	0.00	3,535.64	
Account Number 012-4425-2150	Account Name Professional Services	Project Account Key	<b>Amount</b> 3,535.64	<b>Percent</b> 100.00%			
Vendor: CLIO1 - CLIN.LAB-SAN	N BERNADINO IN				Vendor	Total:	807.50
2501427-GUA03 WWTP - CERTIFIED LAB WORK	Invoice 9/9/2025 Warr Bank Acct - Wa	9/9/2025 9/9/2025 arrants Bank Account	9/9/2025 No	807.50 0.0	0.00	0.00	807.50
Items Item Description	Commodity	Units Price	e Amount	Tax Shipping	Discount	Total	
WWTP - CERTIFIED LAB WORK Distributions	NA	0.00 0.00		0.00 0.00	0.00	807.50	
Account Number 012-4425-2150	Account Name Professional Services	Project Account Key	<b>Amount</b> 807.50	<b>Percent</b> 100.00%			
Vendor: COA01 - COASTAL AC	<u>G</u>				Vendor	Total:	105.02
1180513-IN PW - REPAIR/SERVICE SIMPSPN CO	Invoice 9/22/2025 DLD WATER Warr Bank Acct - Wa	9/22/2025 9/22/2025 arrants Bank Account	9/22/2025 No	105.02 0.0	0.00	0.00	105.02
Item Description	Commodity	Units Price	e Amount	Tax Shipping	Discount	Total	
PW - REPAIR/SERVICE SIMPSPN Distributions	COLD NA	0.00 0.00	105.02	0.00 0.00	0.00	105.02	
Account Number 071-4454-1550	Account Name Operating Supplies & Exp.	Project Account Key	<b>Amount</b> 105.02	<b>Percent</b> 100.00%			
Vendor: SAN23 - COUNTY OF	SANTA BARBARA P				Vendor	Total:	2,011.65
1004 WATER - SERVICES BETWEEN JAN	Invoice 9/17/2025 1, 2025-J Warr Bank Acct - Wa	9/17/2025 9/17/2025 arrants Bank Account	9/17/2025 No	98.82 0.0	0.00	0.00	98.82
Items Item Description	Commodity	Units Price	e Amount	Tax Shipping	Discount	Total	
WATER - SERVICES BETWEEN JA Distributions	•	0.00 0.00		0.00 0.00	0.00	98.82	
Account Number 010-4420-2350	Account Name Services by other Agencies	Project Account Key	<b>Amount</b> 98.82	Percent 100.00%			
1025 WATER - REGIONAL WATER EFFICI	Invoice 9/22/2025 IENCY PRO Warr Bank Acct - Wa	9/22/2025 9/22/2025 arrants Bank Account	9/22/2025 No	1,912.83 0.0	0.00	0.00	1,912.83
Item Description	Commodity	Units Price	e Amount	Tax Shipping	Discount	Total	
WATER - REGIONAL WATER EFF Distributions	ICIENCY NA	0.00 0.00	1,912.83	0.00 0.00	0.00	1,912.83	
Account Number 010-4420-1350	Account Name Memberships, Dues & Subs	Project Account Key	Amount 1,912.83	<b>Percent</b> 100.00%			

Payable Register							T00691 - 10		
Payable # Payable Description	Payable Type Post Date  Bank Code	Payable Date D		Discount Date On Hold	Amount	Ta	ax Shipping	Discount	Tota
/endor: CUL01 - CULLIGAN/C			`	JII TIOIU			Vendo	r Total:	415.8
		4/20/2025 4	/30/2025	4/20/2025	60.85	0.0		0.00	60.8
<u>.22596</u> INANCE - ACCT#:887737 - 5 GALL <b>Items</b>	Invoice 4/30/2025 ON DELIV Warr Bank Acct - V	• •		4/30/2025 No	00.03	0.0	0.00	0.00	00.0
Item Description	Commodity	Units	Price	Amount	Tax Shi	pping	Discount	Total	
FINANCE - ACCT#:887737 - 5 GA Distributions	•	0.00	0.00	60.85	0.00	0.00	0.00	60.85	
Account Number 001-4120-2150	Account Name Professional services	Project Acco	ount Key	<b>Amount</b> 60.85	Percent 100.00%				
123529 FINANCE - ACCT#:887737 - 5 GALL	Invoice 5/31/2025	• •	/31/2025	5/31/2025 No	50.77	0.0	0.00	0.00	50.7
Items	ON DELIV Warr Bank Acct - v	Varrants Bank Accou	nt i	NO					
Item Description	Commodity	Units	Price	Amount	Tax Shi	pping	Discount	Total	
FINANCE - ACCT#:887737 - 5 GA Distributions	•	0.00	0.00	50.77	0.00	0.00	0.00	50.77	
Account Number 001-4120-2150	Account Name Professional services	Project Acco	ount Key	<b>Amount</b> 50.77	<b>Percent</b> 100.00%				
<u>124449</u> FINANCE - ACCT#:887737 - 5 GALL	Invoice 6/30/2025	• •	5/30/2025	6/30/2025 No	85.85	0.0	0.00	0.00	85.8
Items	ON DELIV Wall ballk Acct - V	variants bank Accou		10					
Item Description	Commodity	Units	Price	Amount	Tax Shi	pping	Discount	Total	
FINANCE - ACCT#:887737 - 5 GA Distributions	LLON D NA	0.00	0.00	85.85	0.00	0.00	0.00	85.85	
Account Number 001-4120-2150	Account Name Professional services	Project Acco	ount Key	<b>Amount</b> 85.85	<b>Percent</b> 100.00%				
1 <u>25362</u> FINANCE - ACCT#:887737 - 5 GALL Items	Invoice 7/31/2025 ON DELIV Warr Bank Acct - V		//31/2025 nt i	7/31/2025 No	53.31	0.0	0.00	0.00	53.3
Item Description	Commodity	Units	Price	Amount	Tax Shi	pping	Discount	Total	
FINANCE - ACCT#:887737 - 5 GA Distributions	ILLON D NA	0.00	0.00	53.31	0.00	0.00	0.00	53.31	
<b>Account Number</b> 001-4120-2150	Account Name Professional services	Project Acco	ount Key	Amount 53.31	<b>Percent</b> 100.00%				
126326 FINANCE - 5 GALLON DELIVERY	Invoice 8/31/2025 Warr Bank Acct - V	8/31/2025 8 Varrants Bank Accou	/31/2025 nt <b>i</b>	8/31/2025 No	53.35	0.0	0.00	0.00	53.3
Items Description	Commodity	Units	Duine	Amarint	Tau Chi	!	Disservet	Total	
Item Description FINANCE - 5 GALLON DELIVERY Distributions	<b>Commodity</b> NA	0.00	<b>Price</b> 0.00	<b>Amount</b> 53.35	<b>Tax Shi</b> 0.00	pping 0.00	0.00	53.35	
Account Number 001-4120-2150	Account Name Professional services	Project Acco	ount Key	Amount 53.35	Percent 100.00%				
126952 SC - ACCT#:876052 - 5 GALLON DE Items	Invoice 9/30/2025 ELIVERY Warr Bank Acct - V	9/30/2025 9 Varrants Bank Accou	/30/2025 nt !	9/30/2025 No	71.75	0.0	0.00	0.00	71.7
Item Description	Commodity	Units	Price	Amount	Tax Shi	pping	Discount	Total	
SC - ACCT#:876052 - 5 GALLON   Distributions	•	0.00	0.00	71.75	0.00	0.00	0.00	71.75	
Account Number	Account Name	Project Acco	ount Kev	Amount	Percent	-			
107-4018-2150	Profl Services	i roject Acce	-ant Ney	71.75	100.00%				
<u>127548</u>	Invoice 9/30/2025	9/30/2025 9	/30/2025	9/30/2025	40.00	0.0	0.00	0.00	40.00

FIRE -ACCT#:903427- DI 9" STONGBASE TAN... Warr Bank Acct - Warrants Bank Account No

Payable Register								KT00691 - 10.		
Payable # Payable Description Items	Payable <sup>1</sup>	Гуре Post Date Bank Code	Payable Date	Due Date	Discount Date On Hold	Amo	unt	Tax Shipping	Discount	Total
Item Description		Commodity	Unit	s Price	Amount	Tax	Shipping	Discount	Total	
FIRE - DI 9" STONGBASE TANK RI Distributions	ENTAL	NA	0.0	0.00	40.00	0.00	0.00	0.00	40.00	
Account Number 001-4220-1460	Account Vehicle N	<b>Name</b> Naintenance	Project Ac	count Key	<b>Amount</b> 40.00		cent .00%			
Vendor: DEP09 - DEPARTMEN	IT OF JUS	TICE						Vendor	· Total:	212.00
843713	Invoice	9/5/2025	9/5/2025	9/5/2025	9/5/2025	177	'.00 (	0.00	0.00	177.00
PD - FINGERPRINT APPS Items		Warr Bank Acct - W			No					
Item Description		Commodity	Unit	s Price	Amount	Tax	Shipping	Discount	Total	
PD - FINGERPRINT APPS Distributions		NA	0.0	0.00	177.00	0.00	0.00	0.00	177.00	
Account Number 001-4200-2350	Account Services I	<b>Name</b> by other Agencies	Project Ac	count Key	<b>Amount</b> 177.00		cent .00%			
848006 PD - BLOOD ALCOHOL ANALYSIS	Invoice	9/16/2025 Warr Bank Acct - W	9/16/2025 arrants Bank Acco	9/16/2025 ount	9/16/2025 No	35	5.00 (	0.00	0.00	35.00
Items Description		Commodity	Unit	ts Price	Amount	Tav	Chinning	Discount	Total	
Item Description  PD - BLOOD ALCOHOL ANALYSIS  Distributions		<b>Commodity</b> NA	0.0			<b>Tax</b> 0.00	Shipping 0.00	0.00	35.00	
Account Number 001-4200-2350	Account Services I	Name by other Agencies	Project Ac	count Key	Amount 35.00		cent .00%			
Vendor: HEN01 - EAGLE ENER	GV INC							Vendor	· Total·	2,426.40
·		0/20/2025	0/20/2025	0/20/2025	0/20/2025	220	).38 (	0.00	0.00	220.38
1197 FIRE - ACCT#:1197 - FUEL CHARGES	Invoice	9/30/2025 Warr Bank Acct - W	9/30/2025 arrants Bank Acco	9/30/2025 ount	9/30/2025 No	220		5.00	0.00	220.30
Items Item Description		Commodity	Unit	s Price	Amount	Тах	Shipping	Discount	Total	
FIRE - ACCT#:1197 - FUEL CHARG Distributions	SES	NA	0.0			0.00	0.00	0.00	220.38	
Account Number 001-4220-1560	Account Fuels and	Name Lubricants	Project Ac	count Key	<b>Amount</b> 220.38		cent .00%			
219110 PW - ACCT#:1207 - FUEL CHARGES	Invoice	9/15/2025 Warr Bank Acct - W	9/15/2025 arrants Bank Acco	9/15/2025 ount	9/15/2025 No	42	2.59 (	0.00	0.00	42.59
Items										
Item Description		Commodity	Unit	s Price	Amount	Tax	Shipping	Discount	Total	
PW - ACCT#:1207 - FUEL CHARG Distributions	ES	NA	0.0	0.00	12.78	0.00	0.00	0.00	12.78	
Account Number 071-4454-0100	Account Salaries -		Project Ac	count Key	<b>Amount</b> 12.78		cent .00%			
Items		_								
Item Description		Commodity	Unit	s Price	Amount	Tax	Shipping	Discount	Total	
PW - ACCT#:1207 - FUEL CHARG Distributions	ES	NA	0.0	0.00	12.78	0.00	0.00	0.00	12.78	
<b>Account Number</b> 010-4420-0100	Account Salaries -		Project Ac	count Key	Amount 12.78		cent			
Items		5								
Item Description		Commodity	Unit	s Price	Amount	Tax	Shipping	Discount	Total	
PW - ACCT#:1207 - FUEL CHARG Distributions	ES	NA	0.0			0.00	0.00	0.00	12.78	
Account Number	Account	Name	Project Ac	count Key	Amount	Per	cent			

012-4425-0100

Salaries - Regular

12.78

100.00%

Payable Register								Pa	acket: API	<b>РКТ00</b>	591 - 10.	.14.25 BIW	EEKLY RU
Payable #	Payable	Туре	Post Date	Payable Date	Due [	Date	Discount Date	Amo	ount	Tax S	Shipping	Discount	Tot
Payable Description Items		Bank	Code			(	On Hold						
Item Description		Commo	odity		its	Price	Amount	Tax	Shipping	Disc	ount	Total	
PW - ACCT#:1207 - FUEL CHAR Distributions	GES	NA		0.	.00	0.00	2.12	0.00	0.00		0.00	2.12	
Account Number	Account	Name		Project A	ccount	Key	Amount	Pe	rcent				
060-4490-0100	Salaries	- Regular					2.12	100	0.00%				
Items													
Item Description		Commo	odity		its	Price	Amount	Tax	Shipping	Disc	ount	Total	
PW - ACCT#:1207 - FUEL CHAR Distributions	GES	NA		0.	.00	0.00	2.13	0.00	0.00		0.00	2.13	
Account Number 060-4490-0100	Account Salaries	<b>Name</b> - Regular		Project A	ccount	Key	<b>Amount</b> 2.13		o.00%				
2 <u>19111</u> PW - ACCT#:1208 - FUEL CHARGE	Invoice	Warr	9/15/2025 Bank Acct - Wa	9/15/2025 arrants Bank Acc	9/15/ count		9/15/2025 No	47	6.82	0.00	0.00	0.00	476.8
Items													
Item Description		Commo	odity	Un	its	Price	Amount	Tax	Shipping	Disc	ount	Total	
PW - ACCT#:1208 - FUEL CHAR Distributions	GES	NA		0.	.00	0.00	476.82	0.00	0.00		0.00	476.82	
Account Number 071-4454-1550	<b>Account</b> Operatir	Name ng Supplie	es & Exp.	Project A	ccount	Key	<b>Amount</b> 476.82		rcent 0.00%				
2 <u>19116</u> PW - ACCT#:1228 - FUEL CHARGE	Invoice	Warr	9/15/2025 Bank Acct - Wa	9/15/2025 arrants Bank Acc	9/15/ count		9/15/2025 No	55	4.22	0.00	0.00	0.00	554.2
Items Item Description		Commo	odity	lin	its	Price	Amount	Tax	Shipping	Disc	ount	Total	
PW - ACCT#:1228		NA	Juity		.00	0.00	554.22	0.00	0.00	Disc	0.00	554.22	
Distributions Account Number	Account	Name		Project A	ccount	Kev	Amount	Pe	rcent				
001-4145-1550		ng Supplie	es & Exp.			,	554.22		0.00%				
219466 WATER - ACCT#:1202 - FUEL CHA Items	Invoice RGES	Warr	9/30/2025 Bank Acct - Wa	9/30/2025 arrants Bank Acc		/2025 N	9/30/2025 No	304	4.50	0.00	0.00	0.00	304.
Item Description		Commo	odity	Un	its	Price	Amount	Tax	Shipping	Disc	ount	Total	
WATER - ACCT#:1202 - FUEL CF Distributions	HARGES	NA		0.	.00	0.00	304.50	0.00	0.00		0.00	304.50	
<b>Account Number</b> 010-4420-1560	Account Fuel & lu			Project A	ccount	Key	<b>Amount</b> 304.50		rcent 0.00%				
2 <u>19467</u> PW - ACCT#:1207 - FUEL CHARGE	Invoice	Warr	9/30/2025 Bank Acct - Wa	9/30/2025 arrants Bank Acc	9/30/ count		9/30/2025 No	15	8.82	0.00	0.00	0.00	158.8
Items Item Description		Commo	oditv	lin	its	Price	Amount	Tax	Shipping	Disc	ount	Total	
PW - ACCT#:1207 - FUEL CHAR Distributions	GES	NA			.00	0.00	12.68	0.00	0.00	2.50	0.00	12.68	
Account Number 071-4454-0100	<b>Account</b> Salaries	<b>Name</b> - Regular		Project A	ccount	Key	Amount 12.68		rcent 0.00%				
ltems													
Item Description		Commo	odity		its	Price	Amount	Tax	Shipping	Disc	ount	Total	
PW - ACCT#:1207 - FUEL CHAR Distributions	GES	NA		0.	.00	0.00	12.68	0.00	0.00		0.00	12.68	
Account Number	Account			Project A	ccount	Key	Amount		rcent				
<u>010-4420-0100</u>	Salaries	- Regular					12.68	100	0.00%				
Items Description		Co	aditu.		ite	D=!e-	Λμασ	Ta	Chime!	D!	ourt	Tat-1	
PW - ACCT#:1207 - FUEL CHAR	GES	Commo NA	ouity		i <b>ts</b> .00	Price 0.00	Amount 12.68	<b>Tax</b> 0.00	Shipping 0.00		<b>ount</b> 0.00	<b>Total</b> 12.68	
Distributions Account Number	Account	Name		Project A	ccount	Key	Amount	Pe	rcent				
012-4425-0100	Salaries	- Regular					12.68	100	0.00%				

Payable Register												.14.25 BIWI	_
Payable # Payable Description	Payable 1	Type Bank	Post Date	Payable Date	Due Da		Discount Date On Hold	Amo	ount	Tax Sr	nipping	Discount	Tota
ltems													
Item Description PW - ACCT#:1207 - FUEL CHA	DCES	Commo NA	dity	Un O.		Price 0.00	Amount 2.11	<b>Tax</b> 0.00	Shipping 0.00		ount 0.00	<b>Total</b> 2.11	
Distributions											,,,,,		
Account Number	Account			Project A	ccount K	ey	Amount		rcent				
<u>060-4490-0100</u>	Salaries -	Regular					2.11	100	.00%				
ItemsItem Description		Commo	dity	Un	itc [	Price	Amount	Tax	Shipping	Disco	unt	Total	
PW - ACCT#:1207 - FUEL CHA	RGES	NA	unty			0.00	2.11	0.00	0.00		0.00	2.11	
Distributions Account Number	Account	Name		Project A	ccount K	еу	Amount	Pe	rcent				
<u>060-4490-0100</u> Items	Salaries -	Regular					2.11	100	.00%				
Item Description		Commo	ditv	Un	its F	Price	Amount	Tax	Shipping	Disco	unt	Total	
PW - ACCT#:1207 - FUEL CHA	RGES	NA	,			0.00	116.56	0.00	0.00		0.00	116.56	
Account Number 012-4425-1560	Account Fuel & lu			Project A	ccount K	еу	<b>Amount</b> 116.56		rcent .00%				
<u>19468</u> W - ACCT#:1208 - FUEL CHARG	Invoice GES	Warr	9/30/2025 Bank Acct - W	9/30/2025 /arrants Bank Acc	9/30/2		9/30/2025 No	24:	1.05	0.00	0.00	0.00	241.0
Items			•••										
PW - ACCT#:1208 - FUEL CHA	RGES	Commo NA	dity	<b>Un</b> 0.		Price 0.00	<b>Amount</b> 241.05	<b>Tax</b> 0.00	Shipping 0.00		ount 0.00	<b>Total</b> 241.05	
Distributions	Account	Nama		Duoinet A			Amarint	Da					
Account Number 071-4454-1560	Account Fuels & L	wame ubricants	i	Project A	ccount K	ey	<b>Amount</b> 241.05		.00%				
<u>19476</u> W - ACCT#:1228 - FUEL CHARG Items	Invoice GES	Warr	9/30/2025 Bank Acct - W	9/30/2025 arrants Bank Acc	9/30/20 count		9/30/2025 No	428	8.02	0.00	0.00	0.00	428.0
Item Description		Commo	dity	Un	its f	Price	Amount	Tax	Shipping	Disco	unt	Total	
PW - ACCT#:1228 - FUEL CHA	RGES	NA		0.	00	0.00	428.02	0.00	0.00	C	0.00	428.02	
Account Number 001-4145-1560	Account Fuel & lu			Project A	ccount K	ey	<b>Amount</b> 428.02		cent 0.00%				
/endor: ERN01 - ERNEST P	ACKAGING	SOLUTIC	)N								Vendo	r Total:	958.7
1223696 W - TT US 4056 - 2 PLY 3.3X10 Items	Invoice 00' - STOCK	Warr	9/12/2025 Bank Acct - W	9/12/2025 arrants Bank Acc	9/12/20 count		9/12/2025 No	798	8.99	0.00	0.00	0.00	798.9
Item Description		Commo	dity	Un	its f	Price	Amount	Tax	Shipping	Disco	unt	Total	
PW - TT US 4056 - 2 PLY 3.3X Distributions	1000' - STO	NA		0.	00	0.00	798.99	0.00	0.00	C	0.00	798.99	
Account Number 001-4145-2150	<b>Account</b> Profession		ces	Project A	ccount K	ey	<b>Amount</b> 798.99		cent .00%				
1227652 W - TCHEM BIB PINK LOTION	Invoice SOAP	Warr	9/19/2025 Bank Acct - W	9/19/2025 arrants Bank Acc	9/19/2 count		9/19/2025 No	159	9.75	0.00	0.00	0.00	159.7
Items Item Description		Commo	dity	Un	itc 1	Price	Amount	Tax	Shipping	Disco	unt	Total	
PW - TCHEM BIB PINK LOTIO  Distributions	N SOAP	NA	uity			0.00	159.75	0.00	0.00		0.00	159.75	
Account Number 001-4145-2150	<b>Account</b> Profession		ces	Project A	ccount K	ey	<b>Amount</b> 159.75		rcent .00%				
/endor: GCL01 - GENERAL	CODE, LLC										Vendo	r Total:	1,598.00
PG000043427	Invoice		9/26/2025	9/26/2025	9/26/2	025	9/26/2025	1,598	8.00	0.00	0.00	0.00	1,598.00
ADM - GUAD MUNICIPAL CODE		Warr					No	, -					

Payable Register Payable # Payable Description Items	Payable 1	Гуре Post D Bank Code	ate Payabl	e Date	Due Date	Discount Date On Hold		ount		Shipping	.14.25 BIW Discount	Tota
Item Description		Commodity		Unit	s Price	Amount	Тах	Shipping	z D	iscount	Total	
ADM - GUAD MUNICIPAL CODE  Distributions	UPDATE	•		0.0	0.00	1,598.00	0.00	0.00	•	0.00	1,598.00	
Account Number 001-4110-2150	Account Professio	Name nal services	Pr	oject Ac	count Key	<b>Amount</b> 1,598.00		rcent 0.00%				
Vendor: GUA02 - GUADALUP	F HARDW	ARF COMPAN								Vendo	r Total:	752.52
1201655 PW - FLEA FOGGER 2OZ	Invoice	9/8/20	025 9/8/20 cct - Warrants Ba		9/8/2025 ount	9/8/2025 No	3	2.60	0.00	0.00	0.00	32.60
Items												
Item Description		Commodity		Unit	s Price	Amount	Tax	Shipping	g D	iscount	Total	
PW - FLEA FOGGER 2OZ Distributions		NA		0.00	0.00	32.60	0.00	0.00	)	0.00	32.60	
Account Number 001-4145-1550	Account Operating	Name g Supplies & Exp		oject Ac	count Key	<b>Amount</b> 32.60		orcent 0.00%				
1201693 PW - BIT HAMR SDS 1/2X10X12 Items	Invoice	9/8/20 Warr Bank Ad	9/8/20 cct - Warrants Ba		9/8/2025 ount	9/8/2025 No	3	1.52	0.00	0.00	0.00	31.52
Item Description		Commodity		Unit	s Price	Amount	Tax	Shipping	g D	iscount	Total	
PW - BIT HAMR SDS 1/2X10X12 Distributions		NA		0.0	0.00	31.52	0.00	0.00		0.00	31.52	
<b>Account Number</b> 071-4454-1550	Account Operating	<b>Name</b> g Supplies & Exp		oject Ac	count Key	<b>Amount</b> 31.52		rcent 0.00%				
1201716 PW -3/8 SAE FLAT WASHER	Invoice	9/8/20 Warr Bank A	025 9/8/20 cct - Warrants Ba		9/8/2025 ount	9/8/2025 No		2.23	0.00	0.00	0.00	2.23
Items Description		C		1114	. D.:	A	T	Chinnin			Tatal	
Item Description PW -3/8 SAE FLAT WASHER Distributions		<b>Commodity</b> NA		<b>Unit</b> 0.00			<b>Tax</b> 0.00	Shipping 0.00		0.00	<b>Total</b> 2.23	
Account Number 071-4454-1550	Account Operating	<b>Name</b> g Supplies & Exp		oject Ac	count Key	Amount 2.23		rcent 0.00%				
1201816 PW - STENCIL SET HD 4" 36PK	Invoice	9/9/20 Warr Bank Ad	025 9/9/20 cct - Warrants Ba		9/9/2025 ount	9/9/2025 No	1	1.95	0.00	0.00	0.00	11.95
Items										_		
Item Description PW - STENCIL SET HD 4" 36PK		<b>Commodity</b> NA		<b>Unit</b> 0.00			<b>Tax</b> 0.00	Shipping 0.00		0.00	<b>Total</b> 11.95	
Distributions Account Number 071-4454-1550	Account Operating	<b>Name</b> g Supplies & Exp		oject Ac	count Key	Amount 11.95		rcent 0.00%				
1201884 PW - PLASTIC PAIL 2 GAL WHT	Invoice	9/9/20 Warr Bank Ad	025 9/9/20 cct - Warrants Ba		9/9/2025 ount	9/9/2025 No	12	2.60	0.00	0.00	0.00	122.60
Item Description		Commodity		Unit	s Price	Amount	Tax	Shipping	g D	iscount	Total	
PW - PLASTIC PAIL 2 GAL WHT Distributions		NA		0.0			0.00	0.00		0.00	122.60	
Account Number 071-4454-1550	Account Operating	Name g Supplies & Exp		oject Ac	count Key	<b>Amount</b> 122.60		rcent 0.00%				
1201957 PW - STIHL GEAR LUBRICANT B 80	Invoice	9/10/2	2025 9/10/2		9/10/2025	9/10/2025 No		3.86	0.00	0.00	0.00	73.86

Warr Bank Acct - Warrants Bank Account

No

PW - STIHL GEAR LUBRICANT B 80 G

Payable Register								Pa	acket:	APP	KT00691 - 10.	14.25 BIW	EEKLY RUN
Payable #	Payable 1	Гуре	Post Date	Payable Date	Due D	ate	Discount Date	Amo	unt	Т	Tax Shipping	Discount	Total
Payable Description Items		Bank	Code			(	On Hold						
Item Description		Commo	dity	Un	its	Price	Amount	Тах	Shipp	ing	Discount	Total	
PW - STIHL GEAR LUBRICANT B 8 Distributions	30 G	NA		0.	00	0.00	73.86	0.00	0	.00	0.00	73.86	
Account Number 071-4454-1550	Account Operating		s & Exp.	Project A	ccount l	(ey	<b>Amount</b> 73.86		cent .00%				
1202050 WWTP - SPRNG SNP ZNP 0.44"2	Invoice	Warr	9/10/2025 Bank Acct - Wa	9/10/2025 arrants Bank Acc	9/10/2 count		9/10/2025 No	7	7.76	0.	.00 0.00	0.00	7.76
Items Description		Commo	dia.	l I m		Duina	Amarint	Tav	China	:	Discount	Total	
Item Description  WWTP - SPRNG SNP ZNP 0.44"2		<b>Commo</b> NA	aity	Uni O	00	Price 0.00	<b>Amount</b> 7.76	<b>Tax</b> 0.00	Shipp	.00	Discount 0.00	<b>Total</b> 7.76	
Distributions		INA				0.00	7.70	0.00		.00	0.00	7.70	
Account Number 012-4425-1550	Account Operating		es & Exp.	Project A	ccount l	Key	<b>Amount</b> 7.76		.00%				
1202084 PW - GENERAL KEY Items	Invoice	Warr	9/11/2025 Bank Acct - Wa	9/11/2025 arrants Bank Acc	9/11/2 count		9/11/2025 No	6	5.49	0.	.00 0.00	0.00	6.49
Item Description		Commo	dity	Un	its	Price	Amount	Тах	Shipp	ing	Discount	Total	
PW - GENERAL KEY Distributions		NA	-	0.	00	0.00	6.49	0.00		.00	0.00	6.49	
Account Number 001-4145-1550	Account Operating		s & Exp.	Project A	ccount l	(ey	<b>Amount</b> 6.49		cent .00%				
1202114	Invoice		9/11/2025	9/11/2025	9/11/2	2025	9/11/2025	36	5.04	0.	.00 0.00	0.00	36.04
PW - DUCT TAPE 1.88X55YD SLVR Items		Warr	Bank Acct - Wa	arrants Bank Acc	count	I	No						
Item Description		Commo	dity	Un	its	Price	Amount	Tax	Shipp	ing	Discount	Total	
PW - DUCT TAPE 1.88X55YD SLV Distributions	'R	NA		0.	00	0.00	36.04	0.00	0	.00	0.00	36.04	
<b>Account Number</b> 071-4454-1550	Account Operating		s & Exp.	Project A	ccount l	<b>Cey</b>	<b>Amount</b> 36.04		cent .00%				
1202247 PW - DUCT TAPE BLACK 30YD Items	Invoice	Warr	9/12/2025 Bank Acct - Wa	9/12/2025 arrants Bank Acc	9/12/2 count		9/12/2025 No	65	5.18	0.	.00 0.00	0.00	65.18
Item Description		Commo	dity	Un	its	Price	Amount	Тах	Shipp	ing	Discount	Total	
PW - DUCT TAPE BLACK 30YD  Distributions		NA	-	0.	00	0.00	65.18	0.00		.00	0.00	65.18	
Account Number 071-4454-1550	Account Operating		s & Exp.	Project A	ccount l	Key	<b>Amount</b> 65.18		cent .00%				
1202263 WWTP - 450WA LG30 GREEN BUN	Invoice DLE 100	Warr	9/12/2025 Bank Acct - Wa	9/12/2025 arrants Bank Acc	9/12/2 count		9/12/2025 No	17	7.38	0.	.00 0.00	0.00	17.38
Items Item Description		Commo	dity	Un	itc	Price	Amount	Tax	Shipp	ina	Discount	Total	
WWTP - 450WA LG30 GREEN BL Distributions	JNDLE 1		uity		00	0.00	17.38	0.00		.00	0.00	17.38	
Account Number	Account	Name		Project A	ccount k	Key	Amount	Pei	rcent				
012-4425-1550	Operating	g Supplie	s & Exp.				17.38	100	.00%				
1202301 PW - TRASH BAGS DRWG 33G 48P Items	Invoice K	Warr	9/12/2025 Bank Acct - Wa	9/12/2025 arrants Bank Acc	9/12/2 count		9/12/2025 No	104	4.31	0.	.00 0.00	0.00	104.31
Item Description		Commo	dity	Un	its	Price	Amount	Tax	Shipp	ing	Discount	Total	
PW - TRASH BAGS DRWG 33G 48  Distributions	3РК	NA		0.	00	0.00	104.31	0.00	0	.00	0.00	104.31	
<b>Account Number</b> 071-4454-1550	Account Operating		s & Exp.	Project A	ccount l	Key	<b>Amount</b> 104.31		.00%				

Payable Register						Packe	t: APPK	T00691 - 10.	14.25 BIWE	EEKLY RUN
Payable #	Payable Ty	pe Post Date	Payable Date	Due Date	Discount Date	Amount	Ta	ax Shipping	Discount	Tota
Payable Description		Bank Code	•		On Hold					
<u>1202477</u>	Invoice	9/15/2025	9/15/2025	9/15/2025	9/15/2025	11.91	0.0	0.00	0.00	11.91
PW - SPRAYPAINT LTR BRWN 1002	Z	Warr Bank Acct - W	arrants Bank Acc	ount	No					
Items										
Item Description		Commodity	Uni				ipping	Discount	Total	
PW - SPRAYPAINT LTR BRWN 10 Distributions		NA	0.0			0.00	0.00	0.00	11.91	
Account Number 001-4145-1550	Account Not Operating	<b>ame</b> Supplies & Exp.	Project A	ccount Key	<b>Amount</b> 11.91	Percent 100.00%				
1202614	Invoice	9/16/2025	9/16/2025	9/16/2025	9/16/2025	30.41	0.0	0.00	0.00	30.41
PW - ROLLER COVER S/F 3/4X9 Items		Warr Bank Acct - W	arrants Bank Acc	ount	No					
Item Description		Commodity	Uni	ts Price	e Amount	Tax Shi	ipping	Discount	Total	
PW - ROLLER COVER S/F 3/4X9 Distributions	N	NA	0.0	0.00	30.41	0.00	0.00	0.00	30.41	
Account Number 071-4454-1550	Account No	ame Supplies & Exp.	Project A	count Key	Amount 30.41	Percent 100.00%				
1202652	Invoice	9/16/2025	9/16/2025	9/16/2025	9/16/2025	8.68	0.0	0.00	0.00	8.68
PW - BRUSH FLAT WALL 3" PRO	mvoice	Warr Bank Acct - W			No					
Items										
Item Description	C	Commodity	Uni	ts Price	e Amount	Tax Shi	ipping	Discount	Total	
PW - BRUSH FLAT WALL 3" PRO Distributions	N	NA	0.0	0.00	8.68	0.00	0.00	0.00	8.68	
Account Number	Account N	ame	Project A	count Key	Amount	Percent	t			
001-4145-1550	Operating	Supplies & Exp.			8.68	100.00%	ó			
1202899	Invoice	9/18/2025	9/18/2025	9/18/2025	9/18/2025	170.57	0.0	0.00	0.00	170.57
PW - 12 DRV RATCHTSOCKT SET - S	SAEMET	Warr Bank Acct - W	arrants Bank Acc	ount	No					
Items Description		Commodity	Uni	ts Price	e Amount	Tay Chi	ipping	Discount	Total	
Item Description		•	0.0			Tax Shi	0.00	0.00	170.57	
PW - 12 DRV RATCHTSOCKT SET Distributions	- SAEM P	NA	0.0	0.00	170.37	0.00	0.00	0.00	170.57	
Account Number 010-4420-1550	Account Not Operating	<b>ame</b> Supplies & Exp.	Project A	count Key	<b>Amount</b> 170.57	Percent 100.00%				
1202918	Invoice	9/18/2025	9/18/2025	9/18/2025	9/18/2025	5.61	0.0	0.00	0.00	5.61
PW - 3/4X3 SCH 80 PVC NIPPLE		Warr Bank Acct - W			No					
Items										
Item Description	(	Commodity	Uni	ts Price	e Amount	Tax Shi	ipping	Discount	Total	
PW - 3/4X3 SCH 80 PVC NIPPLE Distributions	N	NA	0.0	0.00	5.61	0.00	0.00	0.00	5.61	
Account Number 001-4145-1550	Account Not Operating	<b>ame</b> Supplies & Exp.	Project A	ccount Key	Amount 5.61	Percent 100.00%				
<u>1202919</u> PW - 3/4X6 SCH PVC NIPPLE	Invoice	9/18/2025 Warr Bank Acct - W	9/18/2025 /arrants Bank Acc	9/18/2025 ount	9/18/2025 No	3.64	0.0	0.00	0.00	3.64
Items				_						
Item Description	C	Commodity	Uni				ipping	Discount	Total	
PW - 3/4X6 SCH PVC NIPPLE  Distributions		NA .	0.0		3.64	0.00	0.00	0.00	3.64	
Account Number 001-4145-1550	Account Not Operating	<b>ame</b> Supplies & Exp.	Project A	ccount Key	Amount 3.64	Percent 100.00%				
1204408 PD - GOOF OFF SPRAY VOC 1OZ	Invoice	10/2/2025 Warr Bank Acct - W	10/2/2025 /arrants Bank Acc	10/2/2025 ount	10/2/2025 No	9.78	0.0	0.00	0.00	9.78

Payable Register Payable # Payable Description	Payable Type Post Date  Bank Code	Payable Date Due		Discount Date On Hold	Pa Amo		KT00691 - 10. Tax Shipping		EEKLY RUN Tota
Items Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
PD - GOOF OFF SPRAY VOC 10Z	NA	0.00	0.00	9.78	0.00	0.00	0.00	9.78	
Distributions Account Number	Account Name	Project Accour	+ Vov	Amount	Dor	cent			
001-4200-1550	Operating Supplies & Exp.	Project Accoun	it key	9.78		00%			
/endor: HEA03 - HEALTH EQL	JITY						Vendor		75.0
<u>3052457</u> ADM - HEALTHCARE - BENEFIT PER	Invoice 9/23/2025 IOD SE 20 Warr Bank Acct - W		3/2025 N	9/23/2025 lo	/5	5.00 (	0.00	0.00	75.00
Items									
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
ADM - HEALTHCARE - BENEFIT P  Distributions	ERIOD S NA	0.00	0.00	75.00	0.00	0.00	0.00	75.00	
Account Number 001-4140-0400	Account Name Medical Insurance	Project Accour	nt Key	<b>Amount</b> 75.00		cent 00%			
/endor: HEA01 - HEALTH SAN	IITATION SERVICE						Vendor	Total:	834.9
0432020-1082-3 PW - 40 YD OPEN TOP Items	Invoice 8/1/2025 Warr Bank Acct - W	8/1/2025 8/1, arrants Bank Account	/2025 N	8/1/2025 No	834	.98 (	0.00	0.00	834.9
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
PW - 40 YD OPEN TOP  Distributions	NA	0.00	0.00	208.75	0.00	0.00	0.00	208.75	
Account Number 001-4145-2150	Account Name Professional Services	Project Accour	nt Key	<b>Amount</b> 208.75		cent 00%			
Items Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
PW - 40 YD OPEN TOP Distributions	NA	0.00	0.00	208.75	0.00	0.00	0.00	208.75	
Account Number 010-4420-2150	Account Name Professional Services	Project Accour	nt Key	<b>Amount</b> 208.75		cent 00%			
Items	C	11-24-	Duine	A	T	Chinnina	Discount	T-1-1	
PW - 40 YD OPEN TOP Distributions	<b>Commodity</b> NA	<b>Units</b> 0.00	<b>Price</b> 0.00	<b>Amount</b> 208.74	<b>Tax</b> 0.00	Shipping 0.00	<b>Discount</b> 0.00	<b>Total</b> 208.74	
Account Number 012-4425-2150	Account Name Professional Services	Project Accour	nt Key	<b>Amount</b> 208.74		cent 00%			
Items Item Description	Commodity	Units	Price	Amount	Tav	Chinaina	Discount	Total	
PW - 40 YD OPEN TOP Distributions	NA	0.00	0.00	208.74	<b>Tax</b> 0.00	Shipping 0.00	0.00	208.74	
Account Number 071-4454-2150	Account Name Professional Services	Project Accour	nt Key	<b>Amount</b> 208.74		cent 00%			
/endor: INT01 - INTEGRITY PL	<u>ANNING</u>						Vendor	Total:	2,520.0
21 ADM - PLANNING SERVICES - AUG Items	Invoice 10/1/2025 & SEP 2025 Warr Bank Acct - W		1/2025 N	10/1/2025 No	2,520	0.00 (	0.00	0.00	2,520.0
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
ADM - PLANNING SERVICES - AU Distributions	•	0.00	0.00	2,520.00	0.00	0.00	0.00	2,520.00	
Account Number 001-4405-2150	Account Name Professional Services	Project Accour	nt Key	<b>Amount</b> 2,520.00		cent 00%			
Vendor: ITE01 - ITECH SOLUTI	I <u>ONS</u>						Vendor	Total:	10,110.41
15327	Invoice 10/1/2025	10/1/2025 10/			2,310		0.00	0.00	2,310.60

Payable #	Payable 1	Type Post Date	Payable Date	Due Date	<u> </u>	Discount Date	Amo	ount	Tax Shipping	Discount	Tota
Payable Description	,	Bank Code				On Hold			•		
Items Item Description		Commodity	Un	its Pr	ice	Amount	Тах	Shipping	Discount	Total	
ADM - MICROSOFT LICENSES - C Distributions	OCT 2025	NA			.00	2,310.60	0.00	0.00		2,310.60	
Account Number 001-4140-2151	Account Informat	Name ion Technology Svs	Project A	Account Key	′	Amount 2,310.60		rcent 0.00%			
15364 ADM - IT SERVICES - OCT 2025	Invoice	10/1/2025 Warr Bank Acct - V	10/1/2025 Varrants Bank Ac	10/1/202 count		10/1/2025 No	7,79	9.81	0.00 0.00	0.00	7,799.81
Items					_						
Item Description  ADM - IT SERVICES - OCT 2025		<b>Commodity</b> NA			i <b>ce</b> .00	<b>Amount</b> 7,799.81	<b>Tax</b> 0.00	Shipping 0.00		<b>Total</b> 7,799.81	
Distributions Account Number	Account	Nama	Droinet /	ccount Key		Amount	Do	rcent			
001-4140-2151		ion Technology Svs	Floject	eccount Rey	,	7,799.81		0.00%			
Vendor: J&E01 - J&E CLEANIN	NG								Vendo	r Total:	3,085.00
49177 ADM - CLEANING SERVICES	Invoice	10/1/2025 Warr Bank Acct - V	10/1/2025 Varrants Bank Ac	10/1/202		10/1/2025 No	2,25	0.00	0.00 0.00	0.00	2,250.00
Items											
Item Description		Commodity	Un	its Pr	ice	Amount	Tax	Shipping	Discount	Total	
ADM - CLEANING SERVICES  Distributions		NA	0	.00 0.	.00	297.75	0.00	0.00	0.00	297.75	
Account Number 001-4105-2150	Account Professio	Name nal Services	Project A	Account Key	/	<b>Amount</b> 297.75		rcent 0.00%			
Items											
Item Description		Commodity	Un	its Pri	ice	Amount	Tax	Shipping	Discount	Total	
ADM - CLEANING SERVICES  Distributions		NA	0.	.00 0.	.00	284.05	0.00	0.00	0.00	284.05	
Account Number 001-4120-2150	Account Professio	Name nal services	Project A	Account Key	′	<b>Amount</b> 284.05		rcent 0.00%			
ltems											
Item Description		Commodity	Un	its Pr	ice	Amount	Tax	Shipping	Discount	Total	
ADM - CLEANING SERVICES  Distributions		NA	0	.00 0.	.00	126.99	0.00	0.00	0.00	126.99	
Account Number 001-4300-2150	Account Professio	Name anal services	Project A	Account Key	′	<b>Amount</b> 126.99		rcent 0.00%			
Items Item Description		Commodity	Un	its Pri	ice	Amount	Tax	Shipping	Discount	Total	
ADM - CLEANING SERVICES  Distributions		NA			.00	1,046.63	0.00	0.00		1,046.63	
Account Number 001-4145-2150	Account Professio	Name nal Services	Project A	Account Key	′	<b>Amount</b> 1,046.63		rcent 0.00%			
Items											
Item Description		Commodity	Ur	its Pr	ice	Amount	Tax	Shipping	Discount	Total	
ADM - CLEANING SERVICES  Distributions		NA	0.	.00 0.	.00	24.06	0.00	0.00	0.00	24.06	
Account Number 001-4140-2150	Account Professio	Name nal Services	Project A	Account Key	/	Amount 24.06		rcent 0.00%			
Items		6			•		_	cı. ·	<b>5</b> '		
Item Description  ADM - CLEANING SERVICES		<b>Commodity</b> NA			i <b>ce</b> .00	<b>Amount</b> 220.56	<b>Tax</b> 0.00	Shipping 0.00		<b>Total</b> 220.56	
Distributions Account Number	Account	Name	Project A	Account Key	,	Amount		rcent			

220.56

100.00%

001-4405-2150

**Professional Services** 

Payable Register								KT00691 - 10		
Payable # Payable Description Items	Payable Type Bank	Post Date Code	Payable Date		Discount Date On Hold	Amou	nτ	Tax Shipping	Discount	Tot
Item Description	Comm	odity	Uni	ts Price	Amount	Tax :	Shipping	Discount	Total	
ADM - CLEANING SERVICES  Distributions	NA		0.0	0.00	124.98	0.00	0.00	0.00	124.98	
Account Number 010-4420-2150	Account Name Professional Serv	vices	Project A	count Key	<b>Amount</b> 124.98	<b>Perce</b> 100.0				
Items										
Item Description	Comm	odity	Uni		Amount		Shipping	Discount	Total	
ADM - CLEANING SERVICES  Distributions	NA		0.0	0.00	124.98	0.00	0.00	0.00	124.98	
Account Number 012-4425-2150	Account Name Professional Serv	vices	Project A	ccount Key	<b>Amount</b> 124.98	<b>Perce</b> 100.0				
19233 C - SENIOR CENTER CLEANING SEF	Invoice RVICES - O Warı	10/1/2025 r Bank Acct - W	10/1/2025 /arrants Bank Acc	10/1/2025 ount !	10/1/2025 No	435.0	00 (	0.00	0.00	435.0
Items Item Description	Commo	odity	Uni	ts Price	Amount	Tax :	Shipping	Discount	Total	
SC - SENIOR CENTER CLEANING S Distributions		- e:• <b>;</b>	0.0		435.00	0.00	0.00	0.00	435.00	
Account Number	Account Name Activity		Project A	ccount Key	<b>Amount</b> 435.00	<b>Perce</b> 100.0				
19245 PD - OCTOBER CELANING SERVICE	Invoice Warı	10/1/2025 r Bank Acct - W	10/1/2025 /arrants Bank Acc	10/1/2025 ount !	10/1/2025 No	400.0	00 (	0.00	0.00	400.0
Items Item Description	Comm	oditv	Uni	ts Price	Amount	Tax :	Shipping	Discount	Total	
PD - OCTOBER CELANING SERVIC Distributions		,	0.0		400.00	0.00	0.00	0.00	400.00	
Account Number 001-4200-1550	Account Name Operating Suppli	es & Exp.	Project A	count Key	<b>Amount</b> 400.00	<b>Perce</b> 100.0				
Vendor: LBS01 - LOBO BUTCH	ER SHOP LLC							Vendo	r Total:	141.0
048 SC - RECREATION: CYCLEMAYNIA -	Invoice FOOD Warı	8/5/2025 r Bank Acct - W	8/5/2025 /arrants Bank Acc	8/5/2025 ount <b>i</b>	8/5/2025 No	141.0	00 (	0.00	0.00	141.0
Items Item Description	Comm	odity	Uni	ts Price	Amount	Tax :	Shipping	Discount	Total	
SS - RECREATION: CYCLEMAYNIA Distributions	- FOOD NA		0.0	0.00	141.00	0.00	0.00	0.00	141.00	
Account Number 001-4300-2150	Account Name Professional serv	rices	Project A	count Key	<b>Amount</b> 141.00	Perce 100.0				
Vendor: MRB01 - MR. BACKFL	<u>.OW</u>							Vendo	r Total:	75.0
32548 WATER - INITIAL TESTING OF ONE I Items	Invoice BACKFLO Warı	8/18/2025 r Bank Acct - W	8/18/2025 /arrants Bank Acc	8/18/2025 ount <b>!</b>	8/18/2025 No	75.0	00 (	0.00	0.00	75.0
Item Description	Comm	odity	Uni	ts Price	Amount	Tax :	Shipping	Discount	Total	
WATER - INITIAL TESTING OF ON Distributions	E BACK NA		0.0	0.00	75.00	0.00	0.00	0.00	75.00	
Account Number 010-4420-2150	Account Name Professional Serv	vices	Project A	count Key	<b>Amount</b> 75.00	<b>Perce</b> 100.0				
Vendor: NOL01 - NO LIMIT TIF	RE INC.							Vendo	r Total:	30.0

Payable Register Payable #	Payable <sup>-</sup>	Type Post Date	Payable Date	Due Date	Discount Date	Pac Amou		PKT00691 - 10 Tax Shipping		EEKLY RUN/ Total
Payable Description Items	ruyubic	Bank Code	Tayable bate	Due Dute	On Hold					
Item Description		Commodity	Uni	ts Price	e Amount	Tax	Shipping	Discount	Total	
WATER - F-350 #1502938 - RIGI Distributions	HT REAR	NA	0.0	0.00	30.00	0.00	0.00	0.00	30.00	
Account Number 010-4420-1460	Account Vehicle n	<b>Name</b> naintenance	Project Ad	ccount Key	<b>Amount</b> 30.00	<b>Perc</b> 100.0				
Vendor: PERO2 - PERRY'S ELE	ECTRIC MC	OTORS I						Vendo	r Total:	10,984.53
<u>28208</u> WWTP - 5HP 1800RPM EBARA SU	Invoice	6/13/2025 Warr Bank Acct -	6/13/2025 Warrants Bank Acc	6/13/2025 ount	6/13/2025 No	10,984.	.53	0.00 0.00	0.00	10,984.53
ltems										
Item Description		Commodity	Uni	ts Price	e Amount	Tax	Shipping	Discount	Total	
WWTP - 5HP 1800RPM EBARA S Distributions	SUMP P	NA	0.0	0.00	0 10,984.53	0.00	0.00	0.00	10,984.53	
<b>Account Number</b> 012-4425-1500	<b>Account</b> Equipme	<b>Name</b> nt Replacement	Project Ad	ccount Key	<b>Amount</b> 10,984.53	<b>Pero</b> 100.0				
Vendor: THE07 - PHILIP F. SII	NCO_							Vendo	r Total:	7,270.50
10461 ADM - CCWA RELATED - SEPT 202	Invoice 5	9/30/2025 Warr Bank Acct -	9/30/2025 Warrants Bank Acc	9/30/2025 ount	9/30/2025 No	499.	.50 (	0.00 0.00	0.00	499.50
Items Item Description		Commodity	Uni	ts Price	e Amount	Тах	Shipping	Discount	Total	
ADM - CCWA RELATED - SEPT 2 Distributions	025	NA	0.0	0.00	99.50	0.00	0.00	0.00	499.50	
Account Number 010-4420-2150	<b>Account</b> Professio	Name anal Services	Project Ad	ccount Key	<b>Amount</b> 499.50					
10462 ADM - LEGAL SERVICES - SEPT 202 Items	Invoice 25	10/2/2025 Warr Bank Acct -	10/2/2025 Warrants Bank Acc	10/2/2025 ount	10/2/2025 No	6,049.	.50	0.00 0.00	0.00	6,049.50
Item Description		Commodity	Uni	ts Price	e Amount	Tax	Shipping	Discount	Total	
ADM - LEGAL SERVICES - SEPT 2  Distributions	2025	NA	0.0	0.00	0 6,049.50	0.00	0.00	0.00	6,049.50	
Account Number 001-4110-2150	Account Profession	Name nal services	Project Ad	ccount Key	<b>Amount</b> 6,049.50					
10463 ADM - ROYAL THEATER LEGAL - SI	Invoice EPT 2025	10/2/2025 Warr Bank Acct -	10/2/2025 Warrants Bank Acc	10/2/2025 ount	10/2/2025 No	721.	.50	0.00 0.00	0.00	721.50
Item Description		Commodity	Uni	ts Price	e Amount	Tax	Shipping	Discount	Total	
ADM - ROYAL THEATER LEGAL - Distributions	SEPT 20	NA	0.0	0.00	721.50	0.00	0.00	0.00	721.50	
Account Number 079-4542-2164	Account General		Project Ad	ccount Key	<b>Amount</b> 721.50					
Vendor: PRIO2 - PRINTMASTI	ERS DESIG	N & PRI						Vendo	or Total:	107.65
7532 WATER - BUSINESS CARDS	Invoice	9/24/2025 Warr Bank Acct -	9/24/2025 Warrants Bank Acc	9/24/2025 ount	9/24/2025 No	107.	.65 (	0.00 0.00	0.00	107.65
Items Item Description		Commodity	Uni	ts Price	e Amount	Tax	Shipping	Discount	Total	
WATER - BUSINESS CARDS Distributions		NA	0.0			0.00	0.00	0.00	107.65	
Account Number 010-4420-1150	<b>Account</b> Commun		Project Ad	ccount Key	<b>Amount</b> 107.65	<b>Perc</b> 100.0				
Vendor: QUI01 - QUILL CORF	ORATION							Vendo	or Total:	79.98
45624973	Invoice	9/4/2025	9/4/2025	9/4/2025	9/4/2025	32.	.08	0.00 0.00		32.08
ADM - STORAGE BOXES FOR HR		* *	Warrants Bank Acc		No					

Payable Register										EEKLY RUN
Payable # Payable Description Items	Payable Typ	pe Post Da Bank Code	te Payable Dat	e Due Date	Discount Date On Hold	Amo	unt	Tax Shipping	Discount	Tota
Item Description	C	ommodity	U	nits Price	Amount	Tax	Shipping	Discount	Total	
ADM - STORAGE BOXES FOR H	HR N	A	(	0.00	32.08	0.00	0.00		32.08	
Account Number 001-4105-1200	Account Na Office Supp	i <b>me</b> lies & Postage	Project	Account Key	<b>Amount</b> 32.08	<b>Per</b> 100.	cent 00%			
45687705 ADM - OFFICE SUPPLIES FOR ADI	Invoice MIN	9/9/202 Warr Bank Acc	5 9/9/2025 t - Warrants Bank A	9/9/2025 ccount	9/9/2025 No	47	.90	0.00 0.00	0.00	47.90
Items Item Description	C	ommodity	U	nits Price	Amount	Tax	Shipping	Discount	Total	
ADM - OFFICE SUPPLIES FOR A  Distributions		-		0.00		0.00	0.00		47.90	
Account Number 001-4105-1200	Account Na Office Supp	i <b>me</b> lies & Postage	Project	Account Key	<b>Amount</b> 47.90	<b>Per</b> 100.	cent 00%			
Vendor: RAA01 - RAVATT A	LBRECHT & A	SSOCIATES, IN	<u>IC</u>					Vendo	or Total:	25,519.19
825-916 PW - PROFESSIONAL SERVICES T Items	Invoice THROGH AU	9/19/20 Warr Bank Acc	25 9/19/2025 t - Warrants Bank Ad	9/19/2025 ccount	9/19/2025 No	25,519	.19	0.00 0.00	0.00	25,519.19
Item Description	C	ommodity	U	nits Price	Amount	Tax	Shipping	Discount	Total	
PW - PROFESSIONAL SERVICES		•	(	0.00	25,519.19	0.00	0.00		25,519.19	
<b>Distributions</b>					Amaint	Per	cont			
Account Number 089-4444-3075		i <b>me</b> provements (08	•	Account Key	<b>Amount</b> 25,519.19	100.		Vendo	or Total:	106.00
Account Number	Building Imp	9/11/20	9-108)	9/11/2025			00%	<b>Vend</b> 0.00 0.00		<b>106.00</b>
Account Number 089-4444-3075  Vendor: REY01 - REYNA AU 6153 PD - CHANGED MOTOR OIL & OI	Building Imp TO REPAIR Invoice IL FILTER	9/11/20	9-108) 9-11/2025 t - Warrants Bank Ad	9/11/2025	25,519.19 9/11/2025 No	100.	00%	0.00 0.00		
Account Number 089-4444-3075  Vendor: REY01 - REYNA AU 6153 PD - CHANGED MOTOR OIL & OI Items	Building Imp  TO REPAIR  Invoice IL FILTER  Co	9/11/20 Warr Bank Accommodity	9-108) 9-108) 125 9/11/2025 t - Warrants Bank Ad	9/11/2025 ccount	25,519.19 9/11/2025 No Amount	100.	.00	0.00 0.00  Discount	0.00	
Account Number 089-4444-3075  Vendor: REY01 - REYNA AU 6153 PD - CHANGED MOTOR OIL & OI Items Item Description PD - CHANGED MOTOR OIL &	Building Imp  TO REPAIR  Invoice IL FILTER  Co	9/11/20 Warr Bank Accommodity A	9-108) 25 9/11/2025 t - Warrants Bank Ad U	9/11/2025 ecount	25,519.19 9/11/2025 No Amount	100.  106  Tax 0.00	.00 (Shipping 0.00 cent	0.00 0.00  Discount	0.00	
Account Number 089-4444-3075  Vendor: REY01 - REYNA AU 6153 PD - CHANGED MOTOR OIL & OI Items Item Description PD - CHANGED MOTOR OIL & Distributions Account Number	Building Imp  TO REPAIR Invoice IL FILTER  COLL FILTER N  Account Na Vehicle Mai	9/11/20 Warr Bank Accommodity A Inne intenance	9-108) 25 9/11/2025 t - Warrants Bank Ad U	9/11/2025 ccount nits Price	25,519.19  9/11/2025 No  Amount 106.00  Amount	100.  106  Tax 0.00	.00 (Shipping 0.00 cent	0.00 0.00  Discount  0.00	0.00	106.00
Account Number 089-4444-3075  Vendor: REY01 - REYNA AUT 6153 PD - CHANGED MOTOR OIL & OI Items Item Description PD - CHANGED MOTOR OIL & Distributions Account Number 001-4200-1460  Vendor: SAN25 - SAN LUIS F 53551 WWTP - LABOR SERVICES - SERV	Building Imp  TO REPAIR Invoice IL FILTER  CO OIL FILTER N  Account Na Vehicle Mai	9/11/20 Warr Bank Accommodity A Inne intenance 7/31/20	9-108)  25 9/11/2025 t - Warrants Bank Ad	9/11/2025 ccount nits Price 0.00 0.00 Account Key	25,519.19  9/11/2025 No  Amount 106.00  Amount	100.  106  Tax 0.00	.00 (Shipping 0.00 cent 00%	0.00 0.00  Discount  0.00	Total 106.00	2,040.00
Account Number 089-4444-3075  Vendor: REY01 - REYNA AU 6153 PD - CHANGED MOTOR OIL & OI Items Item Description PD - CHANGED MOTOR OIL & Distributions Account Number 001-4200-1460  Vendor: SAN25 - SAN LUIS F	Building Imp  TO REPAIR Invoice IL FILTER  CO OIL FILTER N  Account Na Vehicle Mai  POWER HOUS Invoice //CE CALL	9/11/20 Warr Bank Accommodity A Inne intenance 7/31/20	9-108)  25 9/11/2025 t - Warrants Bank Ad  Project  25 7/31/2025 t - Warrants Bank Ad	9/11/2025 ccount nits Price 0.00 0.00 Account Key	25,519.19  9/11/2025 No  Amount 106.00  Amount 106.00  7/31/2025 No	100.  106  Tax 0.00  Per 100.	.00 (Shipping 0.00 cent 00%	Discount 0.00 Vendo 0.00 0.00	Total 106.00	2,040.00
Account Number 089-4444-3075  Vendor: REY01 - REYNA AUT 6153 PD - CHANGED MOTOR OIL & OI Items Item Description PD - CHANGED MOTOR OIL & Distributions Account Number 001-4200-1460  Vendor: SAN25 - SAN LUIS F 53551 WWTP - LABOR SERVICES - SERV Items	Building Imp  TO REPAIR Invoice IL FILTER  COULTER N  Account Na Vehicle Main  POWER HOUS Invoice /ICE CALL	9/11/20 Warr Bank Accommodity A Inne intenance 7/31/20 Warr Bank Accommodity	9-108)  125 9/11/2025 t - Warrants Bank Ad  Project  125 7/31/2025 t - Warrants Bank Ad	9/11/2025 ccount nits Price 0.00 0.00 Account Key	25,519.19  9/11/2025 No  Amount 106.00  Amount 106.00  7/31/2025 No  Amount	100.  106  Tax 0.00  Per 100.	.00 (Shipping 0.00 cent 00%	Discount 0.00  Vende 0.00  Discount	Total 106.00	2,040.00
Account Number 089-4444-3075  Vendor: REY01 - REYNA AU 6153 PD - CHANGED MOTOR OIL & OI Items Item Description PD - CHANGED MOTOR OIL & Distributions Account Number 001-4200-1460  Vendor: SAN25 - SAN LUIS F 53551 WWTP - LABOR SERVICES - SERV Items Item Description WWTP - LABOR SERVICES - SERV	Building Imp  TO REPAIR Invoice IL FILTER  COULTER N  Account Na Vehicle Main  POWER HOUS Invoice /ICE CALL	9/11/20 Warr Bank Accommodity A Inne intenance 7/31/20 Warr Bank Accommodity A	9-108)  125 9/11/2025 t - Warrants Bank Ad  Project  125 7/31/2025 t - Warrants Bank Ad  U	9/11/2025 ccount  nits Price 0.00 0.00  Account Key  7/31/2025 ccount  nits Price	25,519.19  9/11/2025 No  Amount 106.00  Amount 106.00  7/31/2025 No  Amount	100.  106  Tax 0.00  Per 100.  2,040  Tax 0.00	Shipping 0.00  cent 00%  Shipping 0.00  Shipping 0.00	Discount 0.00  Vende 0.00  Discount	Total 106.00  Total: 0 0.00  Total:	2,040.00
Account Number 089-4444-3075  Vendor: REY01 - REYNA AU 6153 PD - CHANGED MOTOR OIL & OI Items Item Description PD - CHANGED MOTOR OIL & Distributions Account Number 001-4200-1460  Vendor: SAN25 - SAN LUIS F 53551 WWTP - LABOR SERVICES - SERV Items Item Description WWTP - LABOR SERVICES - SERV Distributions Account Number 012-4425-2150	Building Imp  TO REPAIR Invoice IL FILTER  CO OIL FILTER N  Account Na Vehicle Mai  POWER HOUS Invoice /ICE CALL  CO RVICE CALL N  Account Na Professiona	9/11/20 Warr Bank Accommodity A me intenance 7/31/20 Warr Bank Accommodity A ame is E,INC 7/31/20 Warr Bank Accommodity A	9-108)  125 9/11/2025 t - Warrants Bank Ad  Project  125 7/31/2025 t - Warrants Bank Ad  U	9/11/2025 ccount  nits Price 0.00 0.00  Account Key  7/31/2025 ccount  nits Price 0.00 0.00	25,519.19  9/11/2025 No  Amount 106.00  Amount 106.00  7/31/2025 No  Amount 2,040.00  Amount	100.  106  Tax 0.00  Per 100.  2,040  Tax 0.00	Shipping 0.00  cent 00%  Shipping 0.00  Shipping 0.00	Discount 0.00  Vende 0.00  Discount 0.00	Total 106.00  Total: 0 0.00  Total:	<b>2,040.0</b> 0 2,040.00
Account Number 089-4444-3075  Vendor: REY01 - REYNA AU 6153 PD - CHANGED MOTOR OIL & OI Items Item Description PD - CHANGED MOTOR OIL & Distributions Account Number 001-4200-1460  Vendor: SAN25 - SAN LUIS F 53551 WWTP - LABOR SERVICES - SERV Items Item Description WWTP - LABOR SERVICES - SERV Items Oistributions Account Number 012-4425-2150  Vendor: SAN49 - SANTA MA 59263 PW - PLEX	Building Imp  TO REPAIR Invoice IL FILTER  CO OIL FILTER N  Account Na Vehicle Mai  POWER HOUS Invoice /ICE CALL  CO RVICE CALL N  Account Na Professiona	9/11/20 Warr Bank Accommodity A Inne intenance 7/31/20 Warr Bank Accommodity A Inne intenance ISE,INC 7/31/20 Warr Bank Accommodity A Inne II Services	9-108)  125 9/11/2025 t - Warrants Bank Ad  Project  125 7/31/2025 t - Warrants Bank Ad  U  (Project	9/11/2025 ccount  nits Price 0.00 0.00  Account Key  7/31/2025 ccount  nits Price 0.00 0.00  Account Key	25,519.19  9/11/2025 No  Amount 106.00  Amount 106.00  7/31/2025 No  Amount 2,040.00  Amount	100.  106  Tax 0.00  Per 100.  2,040  Tax 0.00  Per 100.	.00 (Shipping 0.00 (Cent 0.00 (Ce	Discount 0.00  Vende 0.00  Discount 0.00	Total: 106.00  Total: 0.00  Total: 2,040.00	<b>2,040.0</b> (2,040.0)(
Account Number 089-4444-3075  Vendor: REY01 - REYNA AU 6153 PD - CHANGED MOTOR OIL & OI Items Item Description PD - CHANGED MOTOR OIL & Distributions Account Number 001-4200-1460  Vendor: SAN25 - SAN LUIS F 53551 WWTP - LABOR SERVICES - SERV Items Item Description WWTP - LABOR SERVICES - SERV Distributions Account Number	Building Importance of the state of the stat	9/11/20 Warr Bank Accommodity A Inne intenance 7/31/20 Warr Bank Accommodity A Inne intenance ISE,INC 7/31/20 Warr Bank Accommodity A Inne II Services	99-108)  125 9/11/2025 t - Warrants Bank Ad  Project  125 7/31/2025 t - Warrants Bank Ad  Project  15 8/6/2025 t - Warrants Bank Ad	9/11/2025 ccount  nits Price 0.00 0.00  Account Key  7/31/2025 ccount  nits Price 0.00 0.00  Account Key	25,519.19  9/11/2025 No  Amount 106.00  Amount 106.00  7/31/2025 No  Amount 2,040.00  Amount 2,040.00  8/6/2025 No	100.  106  Tax 0.00  Per 100.  2,040  Tax 0.00  Per 100.	.00 (Shipping 0.00 (Cent 0.00 (Ce	Discount 0.00  Venda 0.00  Discount 0.00  Venda 0.00  Venda 0.00  0.00	Total: 106.00  Total: 0.00  Total: 2,040.00	<b>2,040.0</b> 0 2,040.00
Account Number 089-4444-3075  Vendor: REY01 - REYNA AU 6153 PD - CHANGED MOTOR OIL & OI Items Item Description PD - CHANGED MOTOR OIL & Distributions Account Number 001-4200-1460  Vendor: SAN25 - SAN LUIS F 53551 WWTP - LABOR SERVICES - SERV Items Item Description WWTP - LABOR SERVICES - SERV Items Account Number 012-4425-2150  Vendor: SAN49 - SANTA MA 59263 PW - PLEX Items	Building Importance of the state of the stat	9/11/20 Warr Bank Accommodity A Ime intenance  5E,INC 7/31/20 Warr Bank Accommodity A Ime Il Services  MIRRO 8/6/202 Warr Bank Accommodity	99-108)  125 9/11/2025 t - Warrants Bank Ar  125 7/31/2025 t - Warrants Bank Ar  126 Project  127 Project  128 8/6/2025 t - Warrants Bank Ar  129 Project  129 Project	9/11/2025 ccount  nits Price 0.00 0.00  Account Key  7/31/2025 ccount  nits Price 0.00 0.00  Account Key	25,519.19  9/11/2025 No  Amount 106.00  Amount 106.00  7/31/2025 No  Amount 2,040.00  Amount 2,040.00  Amount	100.  106  Tax 0.00  Per 100.  2,040  Tax 0.00  Par 100.  48	.00 (Shipping 0.00 (Cent 0.00 (Ce	Discount 0.00  Venda 0.00  Discount 0.00  Venda 0.00  O.00  O.00  O.00  Discount	Total: 106.00  Total: 0 0.00  Total: 2,040.00  Total: 0 0.00	

Vendor Total:

114.42

Vendor: SAT01 - SATCOM GLOBAL FZE

Payable Register								KT00691 - 10.		
Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amo	ount	Tax Shipping	Discount	Tota
Payable Description		k Code			On Hold	11	1.12	0.00	0.00	111.1
AS10250175	Invoice	10/1/2025	10/1/2025	10/1/2025	10/1/2025 No	114	4.42 (	0.00	0.00	114.4
FIRE - IRIDIUM SIM CARD  Items	vvari	r Bank Acct - w	arrants Bank Acc	ount	INO					
Item Description	Comm	odity	Uni	ts Price	Amount	Tax	Shipping	Discount	Total	
FIRE - IRIDIUM SIM CARD		ouity	0.0			0.00	0.00	0.00	57.21	
Distributions	NA							0.00	37.21	
Account Number 001-4200-1150	Account Name Communications	5	Project A	ccount Key	<b>Amount</b> 57.21		.00%			
Items	C	- 414.	11	. D.:	A	T	Chinnina	Discount	Tatal	
Item Description FIRE - IRIDIUM SIM CARD	<b>Comm</b> NA	odity	<b>Uni</b> 0.0			<b>Tax</b> 0.00	Shipping 0.00	<b>Discount</b> 0.00	<b>Total</b> 57.21	
Distributions Account Number 001-4220-1150	Account Name Communications	<b>S</b>	Project A	ccount Key	Amount 57.21		rcent .00%			
Vendor: SMI01 - SMITH PIP	E & SUPPLY							Vendo	· Total:	242.44
4304570 PW - RB 5000 SERIES 4" PC P/U	Invoice	9/18/2025	9/18/2025 arrants Bank Acc	9/18/2025	9/18/2025 No	64	4.78	0.00	0.00	64.78
Items	·······································				· 					
Item Description	Comm	odity	Uni	ts Price	Amount	Tax	Shipping	Discount	Total	
PW - RB 5000 SERIES 4" PC P/ Distributions	U ROTOR NA		0.0	0.00	64.78	0.00	0.00	0.00	64.78	
Account Number 001-4145-1550	Account Name Operating Suppli	ies & Exp.	Project A	count Key	Amount 64.78		cent .00%			
4308256 PW - RB 5000 SERIES 4" FC P/U Items Item Description	Invoice ROTOR FREI War		9/30/2025 'arrants Bank Acc Uni		9/30/2025 No Amount	177 Tax	7.66 (	0.00 0.00  Discount	0.00	177.66
PW - RB 5000 SERIES 4" FC P/ Distributions		•	0.0	0.00	177.66	0.00	0.00	0.00	177.66	
Account Number	Account Name		Project A	count Key	Amount	Pei	rcent			
001-4145-1550	Operating Suppli	ies & Exp.			177.66	100	.00%			
Vendor: TER01 - TERMINIX	PROCESSING CEN	TE_						Vendo	· Total:	1,091.80
<u>461515292</u> PW - 918 OBISPO	Invoice War	7/8/2025 r Bank Acct - W	7/8/2025 arrants Bank Acc	7/8/2025 ount	7/8/2025 No	597	7.80 (	0.00	0.00	597.80
Items Item Description	Comm	odity	Uni	ts Price	Amount	Tax	Shipping	Discount	Total	
PW - 918 OBISPO Distributions	NA	ouity	0.0			0.00	0.00	0.00	597.80	
Account Number	Account Name	dese	Project A	count Key	Amount		rcent			
001-4145-2150	Professional Serv				597.80		.00%			
<u>461515674</u> PW - 918 OBISPO	Invoice War	7/8/2025 r Bank Acct - W	7/8/2025 arrants Bank Acc	7/8/2025 ount	7/8/2025 No	24.	7.00 (	0.00	0.00	247.00
Items Description	<b></b>	aditu	11.1	to Dula-	Λ	Ta	Chi	Discount	Takal	
Item Description PW - 918 OBISPO	<b>Comm</b> NA	ouity	<b>Uni</b> 0.0			<b>Tax</b> 0.00	Shipping 0.00	<b>Discount</b> 0.00	<b>Total</b> 247.00	
Distributions	Assessment No		Dual	naaunt V	A					
Account Number 001-4145-2150	Account Name Professional Serv	vices	Project A	ccount Key	<b>Amount</b> 247.00		.00%			
<u>462605735</u>	Invoice	8/8/2025	8/8/2025	8/8/2025	8/8/2025	247	7.00	0.00	0.00	247.00

No

Warr Bank Acct - Warrants Bank Account

PW - 918 OBISPO

Payable Register Payable # Payable Description	Payable Type Post Date Bank Code	Payable Date		Discount Date On Hold	Amou		PKT00691 - 10 Tax Shipping		Tota
Items Item Description	Commodity	Unit	ts Price	Amount	Tax	Shipping	Discount	Total	
PW - 918 OBISPO  Distributions	NA	0.0	0.00	247.00	0.00	0.00	0.00	247.00	
Account Number 001-4145-2150	Account Name Professional Services	Project Ac	ccount Key	<b>Amount</b> 247.00	<b>Perc</b> 100.0				
Vendor: THE12 - THE SHER	RWIN WILLIAMS CO.						Vendo	r Total:	128.7
PW - SPR EXT FL EXTRA	Invoice 9/15/202 Warr Bank Acct	5 9/15/2025 - Warrants Bank Acco	9/15/2025 ount <b>N</b>	9/15/2025 No	128.	72 (	0.00 0.00	0.00	128.7
Items Item Description	Commodity	Unit	ts Price	Amount	Tax	Shipping	Discount	Total	
PW - SPR EXT FL EXTRA  Distributions	NA	0.0	0.00	128.72	0.00	0.00	0.00	128.72	
Account Number 001-4145-1550	Account Name Operating Supplies & Exp.	Project Ac	ccount Key	<b>Amount</b> 128.72	<b>Perc</b> 100.0				
/endor: BRA02 - THOMAS	BRADEBERRY						Vendo	r Total:	9,262.5
33 ADM - ROYAL THEATER GRANT	Invoice 10/2/202 & PROJECT Warr Bank Acct	5 10/2/2025 - Warrants Bank Acco	10/2/2025 ount N	10/2/2025 No	9,262.	50 (	0.00 0.00	0.00	9,262.5
Items Item Description	Commodity	Unit	ts Price	Amount	Tax	Shipping	Discount	Total	
ADM - ROYAL THEATER GRAN	NT & PROJE NA	0.0	0.00	9,262.50	0.00	0.00	0.00	9,262.50	
Account Number 079-4542-2164	Account Name General Admin	Project Ac	ccount Key	<b>Amount</b> 9,262.50	<b>Perc</b> 100.0				
Items	Invoice 10/1/202 - OCTOBER 20 Warr Bank Acct	- Warrants Bank Acco		10/1/2025 No	5,000.		0.00 0.00	0.00	5,000.0
Item Description  ADM - CONSULTING SERVICE	Commodity S - OCTOB NA	<b>Uni</b> t 0.0		Amount 1,500.00	<b>Tax</b> 0.00	Shipping 0.00	Discount 0.00	<b>Total</b> 1,500.00	
Distributions Account Number	Account Name	Project Ac	ccount Key	Amount	Perc	ent			
<u>071-4454-2150</u> Items	Professional Services			1,500.00	100.0	00%			
Item Description	Commodity	Unit	ts Price	Amount	Tax	Shipping	Discount	Total	
ADM - CONSULTING SERVICE Distributions	S - OCTOB NA	0.0	0.00	1,500.00	0.00	0.00	0.00	1,500.00	
Account Number 010-4420-2150	Account Name Professional Services	Project Ac	ccount Key	<b>Amount</b> 1,500.00	<b>Perc</b> 100.0				
Items Item Description	Commodity	Unit	ts Price	Amount	Tax	Shipping	Discount	Total	
ADM - CONSULTING SERVICE Distributions	·	0.0		1,500.00	0.00	0.00	0.00	1,500.00	
Account Number 012-4425-2150	Account Name Professional Services	Project Ac	count Key	Amount 1,500.00	<b>Perc</b> 100.0				
Items									
Item Description  ADM - CONSULTING SERVICE	Commodity S - OCTOB NA	<b>Uni</b> i 0.0		<b>Amount</b> 500.00	<b>Tax</b> 0.00	Shipping 0.00	<b>Discount</b> 0.00	<b>Total</b> 500.00	
Distributions Account Number 001-4140-2150	Account Name Professional Services	Project Ac	ccount Key	<b>Amount</b> 500.00	<b>Perc</b> 100.0				
/endor: TMP01 - TRAFFIC	MANAGEMENT PRODUCTS IN	IC					Vendo	r Total:	213.8
<b>Vendor:</b> <u>TMP01 - TRAFFIC</u> 06-118276	MANAGEMENT PRODUCTS IN Invoice 9/8/2025		9/8/2025	9/8/2025	213.	88 (	<b>Vendo</b> 0.00 0.00	<b>r Total:</b> 0.00	<b>213</b> 213

No

PW - SS9200 - PVC-W - 4X8-3MM CUSTOM S... Warr Bank Acct - Warrants Bank Account

Payable Register Payable # Payable Description	Payable Type Post Da Bank Code	ate Payable Date		Discount Date On Hold	Pa Amo		PKT00691 - 10 Tax Shipping	_	EEKLY RUN Total
Items Item Description	Commodity	Unit	s Price	Amount	Тах	Shipping	Discount	Total	
PW - SS9200 - PVC-W - 4X8-3M	1M CUST NA	0.0	0.00	213.88	0.00	0.00	0.00	213.88	
Account Number 071-4454-1550	Account Name Operating Supplies & Exp.	Project Ac	count Key	<b>Amount</b> 213.88		cent .00%			
Vendor: ULT01 - ULTREX							Vendo	r Total:	24.32
4475237-CAL	Invoice 9/29/2	025 9/29/2025	9/29/2025	9/29/2025	15	5.13	0.00	0.00	15.13
ADM- SENIOR CENTER COPIER M Items	IETER READ Warr Bank Ac	ct - Warrants Bank Acco	ount N	No					
Item Description	Commodity	Unit	s Price	Amount	Tax	Shipping	Discount	Total	
ADM- SENIOR CENTER COPIER Distributions	METER R NA	0.0	0.00	15.13	0.00	0.00	0.00	15.13	
Account Number 107-4018-2166	Account Name Activity	Project Ac	count Key	Amount 15.13		cent .00%			
4476683-CAL PW - PUBLIC WORKS COPIER ME	Invoice 9/30/2 TER READI Warr Bank Ac	025 9/30/2025 ct - Warrants Bank Acco	9/30/2025 ount N	9/30/2025 No	g	0.19	0.00	0.00	9.19
Items									
Item Description	Commodity	Unit		Amount	Tax	Shipping		Total	
PW - PUBLIC WORKS COPIER N Distributions		0.0		3.06	0.00	0.00	0.00	3.06	
Account Number 012-4425-1550	Account Name Operating Supplies & Exp.	Project Ac	count Key	Amount 3.06		cent .00%			
Items									
Item Description  PW - PUBLIC WORKS COPIER N  Distributions	Commodity  METER RE NA	<b>Unit</b> 0.0		Amount 3.06	<b>Tax</b> 0.00	Shipping 0.00	<b>Discount</b> 0.00	<b>Total</b> 3.06	
Account Number	Account Name	Project Ac	count Kev	Amount	Per	cent			
010-4420-1550	Operating Supplies & Exp.	-	•	3.06	100	.00%			
ltems									
Item Description	Commodity	Unit		Amount	Tax	Shipping	Discount	Total	
PW - PUBLIC WORKS COPIER N Distributions	METER RE NA	0.0	0.00	3.07	0.00	0.00	0.00	3.07	
Account Number 071-4454-1550	Account Name Operating Supplies & Exp.	Project Ac	count Key	Amount 3.07		cent .00%			
Vendor: VLO01 - V. LOPEZ JF	R. & SONS						Vendo	r Total:	2,027.00
14950 PD - VARIOUS WORK - 303 OBISI	Invoice 9/30/2 PO ST TO 39 Warr Bank Ac		9/30/2025 ount <b>N</b>	9/30/2025 No	2,027	7.00	0.00	0.00	2,027.00
Items Item Description	Commodity	Unit	s Price	Amount	Тах	Shipping	Discount	Total	
PD - VARIOUS WORK - 303 OB Distributions	•	0.0		2,027.00	0.00	0.00	0.00	2,027.00	
Account Number 001-4200-1550	Account Name Operating Supplies & Exp.	Project Ac	count Key	Amount 2,027.00		cent .00%			
Vandar: VEDAE VEDIZONA	/IDELECC						Manal -	r Total:	992.11
Vendor: VER05 - VERIZON W		0/19/2025	0/10/2025	0/19/2025	907	2.11	<b>vendo</b> 0.00 0.00	0.00	992.11
6123838855 ADM - COMMUNICATIONS	Invoice 9/18/2 Warr Bank Ac	025         9/18/2025 ct - Warrants Bank Acco	9/18/2025 ount N	9/18/2025 No	332		0.00	0.00	332.11
Items	TTAIT DAIN AC								
Item Description	Commodity	Unit	s Price	Amount	Tax	Shipping	Discount	Total	
ADM - COMMUNICATIONS	NA	0.0	0.00	115.61	0.00	0.00	0.00	115.61	
Distributions									

Payable Type Bank	Post Date Code	Payable Date	Due Date	Discount Date On Hold	Amo	ount	Tax Shipping	Discount	Tot
Commo	dity	Uni	ts Price	Amount	Tax	Shipping	Discount	Total	
NA		0.0	0.00	206.44	0.00	0.00	0.00	206.44	
Account Name Communications		Project Ac	count Key	<b>Amount</b> 206.44					
Commo	dity	Uni	ts Price	Amount	Tax	Shipping	Discount	Total	
NA		0.0	0.00	324.82	0.00	0.00	0.00	324.82	
Account Name Communications		Project Ad	count Key	<b>Amount</b> 324.82					
Commo	dity	Uni	ts Price	Amount	Tax	Shipping	Discount	Total	
NA		0.0	0.00	38.36	0.00	0.00	0.00	38.36	
Account Name Communications		Project Ad	count Key	<b>Amount</b> 38.36					
Commo	ditv	Uni	ts Price	Amount	Tax	Shipping	Discount	Total	
NA	,				0.00			95.90	
Account Name Communications		Project Ac	count Key	Amount 95.90					
Commo	. عالم	l l m ii	ha Duina	Amazint	Tav	Chinnina	Discount	Total	
NA NA	aity				0.00	0.00		57.54	
Account Name Communications		Project Ac	count Key	Amount 57.54					
<b>Commo</b> NA	dity				<b>Tax</b> 0.00	Shipping 0.00		<b>Total</b> 76.72	
Account Name Communications		Project Ac	count Key	<b>Amount</b> 76.72					
Commo	ditv	Uni	ts Price	Amount	Tax	Shipping	Discount	Total	
NA	,				0.00	0.00		76.72	
Account Name Communications		Project Ac	count Key	<b>Amount</b> 76.72					
OUP . INC.							Vendo	or Total:	597.8
Invoice	9/15/2025 Bank Acct - W	9/15/2025 arrants Bank Acco	9/15/2025 ount	9/15/2025 No	21	3.84	0.00 0.00	0.00	213.8
Commo	dity	lini	ts Drico	Amount	Tav	Shinning	Discount	Total	
NIFORM S NA	ruity				0.00			213.84	
Account Name Professional Service		Project Ac	count Key	<b>Amount</b> 213.84		ercent 0.00%			
-	Bank Common NA  Account Name Communications  Common NA  Account Name Communications	Bank Code  Commodity NA  Account Name Communications  Commodity NA  Account Name Communications	Bank Code  Commodity NA  Commo	Commodity Units Price NA 0.00 0.00  Account Name Communications  Commodity Units Price NA 0.00 0.00  Account Name Communications  Commodity Units Price NA 0.00 0.00  Account Name Communications  Commodity Units Price NA 0.00 0.00  Account Name Communications  Commodity Units Price NA 0.00 0.00  Account Name Project Account Key  Communications  Commodity Units Price NA 0.00 0.00  Account Name Project Account Key  Communications  Commodity Units Price NA 0.00 0.00  Account Name Project Account Key  Communications  Commodity Units Price NA 0.00 0.00  Account Name Project Account Key  Communications  Commodity Units Price NA 0.00 0.00  Account Name Project Account Key  Communications  Commodity Units Price NA 0.00 0.00  Account Name Project Account Key  Communications  Commodity Units Price NA 0.00 0.00  Account Name Project Account Key  Communications  Commodity Units Price NA 0.00 0.00  Account Name Project Account Key  Communications  Commodity Units Price NA 0.00 0.00  Account Name Project Account Key  Communications  Commodity Units Price Units	Commodity   NA   0.00   0.00   206.44	Payable Type Bank Code         Post Date Bank Code         Payable Date Due Date On Hold         Discount Date On Hold         Amount Tax On Hold         Amount Tax On Hold         Amount Tax On Hold         Project Account Key Date On Hold         Amount Tax On Date On Dat	Payable Type   Post Date Bank Code	Payable Type   Post Date   Bank Code   Payable Date   Due Date   On Hold	Commodity   NA   0.00   0.0

WWTP - ACCT#:170454000 - UNIFORM SERV... Warr Bank Acct - Warrants Bank Account No

ayable Register							'KT00691 - 10.		
ayable # ayable Description Items	Payable Type Post Date Bank Code	Payable Date Due		Discount Date On Hold	Amo	unt	Tax Shipping	Discount	То
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP - ACCT#:170454000 - UN Distributions	IFORM NA	0.00	0.00	18.05	0.00	0.00	0.00	18.05	
Account Number 012-4425-2150	Account Name Professional Services	Project Accour	nt Key	Amount 18.05		cent .00%			
020893522	Invoice 9/29/2025	9/29/2025 9/29	9/2025	9/29/2025	143	3.67	0.00	0.00	143.
N - ACCT#;170454000 - UNIFORN	M SERVICE Warr Bank Acct - W	arrants Bank Account	N	Ю					
Items Item Description	Commodity	Units	Price	Amount	Tax	Chinning	Discount	Total	
PW - ACCT#;170454000 - UNIFO	•	0.00	0.00	3.17	0.00	Shipping 0.00	0.00	3.17	
Distributions Assount Number	Account Name	Droinet Assour	+ Vov	Amount	Dor	·····			
Account Number 001-4145-1550	Account Name Operating Supplies & Exp.	Project Accour	н кеу	<b>Amount</b> 3.17		.00%			
Items Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
PW - ACCT#;170454000 - UNIFO  Distributions	•	0.00	0.00	10.40	0.00	0.00	0.00	10.40	
Account Number 001-4300-1550	Account Name Operating Supplies & Exp.	Project Accour	nt Key	Amount 10.40		cent .00%			
ltems									
Item Description PW - ACCT#;170454000 - UNIFO	Commodity RM SER NA	<b>Units</b> 0.00	Price 0.00	Amount 3.62	<b>Tax</b> 0.00	Shipping 0.00	<b>Discount</b> 0.00	<b>Total</b> 3.62	
Distributions									
Account Number 060-4490-1550	Account Name Operating Supplies & Exp.	Project Accour	nt Key	Amount 3.62		cent .00%			
ltems									
Item Description	Commodity	Units	Price	Amount	Тах	Shipping	Discount	Total	
PW - ACCT#;170454000 - UNIFO Distributions	RM SER NA	0.00	0.00	3.62	0.00	0.00	0.00	3.62	
Account Number 065-4485-1550	Account Name Operating Supplies & Exp.	Project Accour	nt Key	Amount 3.62		cent .00%			
Items Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
PW - ACCT#;170454000 - UNIFO	•	0.00	0.00	122.86	0.00	0.00	0.00	122.86	
Account Number	Account Name Professional Services	Project Accour	nt Key	Amount 122.86		cent			
			- /				0.00 0.00	0.00	18
	Invoice 9/29/2025 DRM SERV Warr Bank Acct - W		9/2025 N	9/29/2025 No	10	3.05 (	0.00	0.00	10
Items Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP - ACCT#:170454000 - UN Distributions	·	0.00	0.00	18.05	0.00	0.00	0.00	18.05	
Account Number 012-4425-2150	Account Name Professional Services	Project Accour	nt Key	Amount 18.05		cent .00%			
	Invoice 9/29/2025 DRM SERV Warr Bank Acct - W		9/2025 N	9/29/2025 No	55	5.68 (	0.00	0.00	55
tems tem Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
WATER - ACCT#:170454000 - UN Distributions	•	0.00	0.00	55.68	0.00	0.00	0.00	55.68	
Account Number	Account Name	Project Accour	nt Kev	Amount	Per	cent			
010-4420-2150	Professional Services	. roject Accoun	,	55.68		.00%			
20893525	Invoice 9/29/2025	9/29/2025 9/29	9/2025	9/29/2025	12	2.51 (	0.00	0.00	12.

Project Addity Uni 0.0 Project Addity Uni 0.0 Project Addity Uni 0.0 Project Addity Uni 0.0	nits Price 1.00 0.00  Account Key 1.00 0.00	7.51  Amount 7.51  Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25	100.  Tax 0.00  Pere 100.  Tax 0.00  Pere 100.  Tax 0.00	Shipping 0.00 cent 00% Shipping 0.00 cent 00% Shipping 0.00 cent 00% Shipping 0.00 cent	Discount 0.00  Discount 0.00  Discount 0.00  Discount 0.00	Total 7.51  Total 1.25  Total 1.25	Tota
O.( Project Addity  Odity  Uni O.(  Project Addity  Odity  Uni O.(  Project Addity  Odity  Uni O.(  Odity  Uni	Account Key  hits Price 1.00 0.00  Account Key  hits Price 1.00 0.00  Account Key  hits Price 1.00 0.00  Account Key	7.51  Amount 7.51  Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25	0.00  Pero 100.  Tax 0.00  Pero 100.  Tax 0.00  Pero 100.  Tax 0.00	0.00  cent 00%  Shipping 0.00  cent 00%  Shipping 0.00  cent 00%  Shipping 0.00  cent	Discount 0.00  Discount 0.00	7.51  Total 1.25  Total 1.25	
Project Advanced Control of the Cont	Account Key  Inits Price  1.00 0.00  Account Key  Inits Price  Inits Price	Amount 7.51  Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25	Perc 100.  Tax 0.00  Perc 100.  Tax 0.00  Perc 100.  Tax 0.00  Perc 100.	Shipping 0.00  Cent 00%  Shipping 0.00  Cent 00%  Shipping 0.00  Cent 00%	Discount 0.00  Discount 0.00	Total 1.25  Total 1.25	
odity Uni 0.0  Project Ad  Odity Uni 0.0  Project Ad  Odity Uni 0.0  Project Ad  Odity Uni 0.0  Odity Uni	nits Price 00 0.00 Account Key  Nits Price 00 0.00 Account Key  Nits Price 00 0.00  Account Key	7.51  Amount 1.25	100.  Tax 0.00  Pere 100.  Tax 0.00  Pere 100.  Tax 0.00  Pere	Shipping 0.00  cent 00%  Shipping 0.00  cent 00%  Shipping 0.00  cent 00%	Discount 0.00	1.25  Total 1.25	
odity Uni 0.0 Project Ac 0.0 Uni	Account Key  hits Price 1.00 0.00  Account Key  hits Price 1.00 0.00  Account Key  hits Price 1.00 0.00	Amount 1.25	Tax 0.00  Perr 100.  Tax 0.00  Perd 100.  Tax 0.00  Perd 100.	Shipping 0.00 cent 00% Shipping 0.00 cent 00% Shipping 0.00 cent	Discount 0.00	1.25  Total 1.25	
O.G.  Project Ar.  Odity  Uni O.G.  Project Ar.  Odity  Uni O.G.  Project Ar.  Uni O.G.  Project Ar.  Uni O.G.  Uni O.G.  Uni	Account Key  hits Price 1.00 0.00  Account Key  hits Price 1.00 0.00  Account Key  hits Price 1.00 0.00	1.25  Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25	0.00  Pero 100.  Tax 0.00  Pero 100.  Tax 0.00	0.00  cent 00%  Shipping 0.00  cent 00%  Shipping 0.00  cent	Discount 0.00	1.25  Total 1.25	
O.G.  Project Ar.  Odity  Uni O.G.  Project Ar.  Odity  Uni O.G.  Project Ar.  Uni O.G.  Project Ar.  Uni O.G.  Uni O.G.  Uni	Account Key  hits Price  1.00 0.00  Account Key  hits Price  1.00 0.00  Account Key	Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25	Perc 100. Tax 0.00 Perc 100. Tax 0.00	0.00  cent 00%  Shipping 0.00  cent 00%  Shipping 0.00  cent	Discount 0.00	Total 1.25	
odity Uni 0.0  Project A  odity Uni 0.0  Project A	nits Price 00 0.00 Account Key  Nits Price 00 0.00  Account Key	1.25  Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25  Amount 1.25	Tax 0.00  Pero 100.  Tax 0.00	Shipping 0.00 cent 00% Shipping 0.00 cent	0.00	1.25	
O.G  Project Ar  Odity  Uni  Project Ar  Odity  Uni  Uni	Account Key  hits Price  1.00 0.00  Account Key  hits Price	1.25  Amount 1.25  Amount 1.25  Amount 1.25	0.00  Perc 100.  Tax 0.00	0.00 cent 00% Shipping 0.00 cent	0.00	1.25	
O.G  Project Ar  Odity  Uni  Project Ar  Odity  Uni  Uni	Account Key  hits Price  1.00 0.00  Account Key  hits Price	1.25  Amount 1.25  Amount 1.25  Amount 1.25	0.00  Perc 100.  Tax 0.00	0.00 cent 00% Shipping 0.00 cent	0.00	1.25	
O.G  Project Ar  Odity  Uni  Project Ar  Odity  Uni  Uni	Account Key  iits Price .00 0.00  Account Key	Amount 1.25 Amount 1.25 Amount 1.25	Perc 100. Tax 0.00	0.00 cent 00% Shipping 0.00 cent	Discount	Total	
odity Uni 0.0 Project A	nits Price 00 0.00 Account Key	1.25  Amount 1.25  Amount 1.25	100.  Tax 0.00	Shipping 0.00			
O.O Project A	00 0.00 Account Key	1.25 Amount 1.25	0.00 <b>Per</b>	0.00 cent			
O.O Project A	00 0.00 Account Key	1.25 Amount 1.25	0.00 <b>Per</b>	0.00 cent			
Project A	Account Key	Amount 1.25	Per	cent	0.00	1.25	
odity Uni	its Price	1.25					
•		Amarint					
•		A					
0.0	00 00	Amount	Tax	Shipping	Discount	Total	
0.0	.00 0.00	1.25	0.00	0.00	0.00	1.25	
Project A	Account Key	Amount 1.25	<b>Per</b> 100.	cent 00%			
9/29/2025 9/29/2025 r Bank Acct - Warrants Bank Acc	9/29/2025 count	9/29/2025 No	136	.00 (	0.00	0.00	136.00
odity Uni	its Price	Amount	Tax	Shipping	Discount	Total	
•	.00 0.00		0.00	0.00	0.00	136.00	
Project Ares & Exp.	Account Key	<b>Amount</b> 136.00	<b>Per</b> 100.	cent 00%			
<u>ANC</u>					Vendor	r Total:	666.45
10/1/2025 10/1/2025 r Bank Acct - Warrants Bank Acc	10/1/2025 count	10/1/2025 No	666	.45 (	0.00	0.00	666.45
odity Uni	its Price	Amount	Tax	Shipping	Discount	Total	
0.0	.00 0.00	666.45	0.00	0.00	0.00	666.45	
Project A	Account Key	<b>Amount</b> 666.45					
.,							
					Vendor	<sup>r</sup> Total:	70.24
	Bank Acct - Warrants Bank Ac dity Ur 0	Bank Acct - Warrants Bank Account dity Units Price	Bank Acct - Warrants Bank Account No  dity Units Price Amount 0.00 0.00 666.45  Project Account Key Amount	Bank Acct - Warrants Bank Account No  dity Units Price Amount Tax  0.00 0.00 666.45 0.00  Project Account Key Amount Per	Bank Acct - Warrants Bank Account No  dity Units Price Amount Tax Shipping 0.00 0.00 666.45 0.00 0.00  Project Account Key Amount Percent	Bank Acct - Warrants Bank Account No  dity Units Price Amount Tax Shipping Discount  0.00 0.00 666.45 0.00 0.00 0.00  Project Account Key Amount Percent	Bank Acct - Warrants Bank Account   No

Payable Register						P	acket: APF	PKT00691 -	- 10.14.25 BIW	EEKLY RUN
Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amo	ount	Tax Shipp	oing Discount	Total
Payable Description Items	Bar	nk Code			On Hold					
Item Description	Comr	nodity	Uni	its Price	Amount	Tax	Shipping	Discount	Total	
WATER - XL LIME CL2 BLAC Distributions	CK BOTTOM I NA		0.0	0.00	70.24	0.00	0.00	0.00	70.24	
Account Number 010-4420-1550	Account Name Operating Supp		Project A	ccount Key	Amount 70.24		rcent 0.00%			

### Payable Summary

Туре	Count	Gross	Тах	Shipping	Discount	Total	Manual Payment	Balance
Invoice	101	104,622.12	0.00	0.00	0.00	104,622.12	0.00	104,622.12
	Grand Total:	104,622.12	0.00	0.00	0.00	104,622.12	0.00	104,622.12

### **Account Summary**

Account	Name		Amount
001-4105-1150	Communications		76.72
001-4105-1200	Office Supplies & Postage		134.47
001-4105-2150	Professional Services		297.75
001-4110-2150	Professional services		7,647.50
001-4120-1150	Communications		76.72
001-4120-1200	Office Supplies & Postage		126.11
001-4120-2150	Professional services		588.18
001-4140-0400	Medical Insurance		75.00
001-4140-0450	Other Benefits		50.32
001-4140-2150	Professional Services		524.06
001-4140-2151	Information Technology Svs		10,280.41
001-4140-4150	Lease Purchase		666.45
001-4145-1150	Communications		57.54
001-4145-1550	Operating Supplies & Exp.		1,046.42
001-4145-1560	Fuel & lubricants		428.02
001-4145-2150	Professional Services		4,458.78
001-4200-1150	Communications		191.47
001-4200-1460	Vehicle Maintenance		106.00
001-4200-1550	Operating Supplies & Exp.		2,572.78
001-4200-2350	Services by other Agencies		212.00
001-4220-1150	Communications		57.21
001-4220-1460	Vehicle Maintenance		40.00
001-4220-1560	Fuels and Lubricants		220.38
001-4300-1550	Operating Supplies & Exp.		131.51
001-4300-2150	Professional services		267.99
001-4405-2150	Professional Services		2,740.56
001 4403 2130	r foressional services	Total:	33,074.35
Account	Name		Amount
010-4420-0100	Salaries - Regular		26.71
010-4420-0100	Communications		432.47
<u>010-4420-1150</u> <u>010-4420-1350</u>	Memberships, Dues & Subs		1,912.83
010-4420-1460	Vehicle maintenance		30.00
010-4420-1535	Meters		1,743.12
<u>010-4420-1550</u>	Operating Supplies & Exp.		•
010-4420-1560	Operating Jupplies & Exp.		2/12/07
	Fuel & lubricants		243.87
	Fuel & lubricants		304.50
010-4420-2150	Professional Services		304.50 2,463.91
		Totalı	304.50 2,463.91 98.82
010-4420-2150	Professional Services	Total:	304.50 2,463.91
010-4420-2150	Professional Services	Total:	304.50 2,463.91 98.82
010-4420-2150 010-4420-2350 Account	Professional Services Services by other Agencies  Name	Total:	304.50 2,463.91 98.82 <b>7,256.23</b>
010-4420-2150 010-4420-2350 Account 012-4425-0100	Professional Services Services by other Agencies	Total:	304.50 2,463.91 98.82 <b>7,256.23</b> Amount 26.71
010-4420-2150 010-4420-2350 Account 012-4425-0100 012-4425-1150	Professional Services Services by other Agencies  Name  Salaries - Regular Communications	Total:	304.50 2,463.91 98.82 <b>7,256.23</b> <b>Amount</b> 26.71 206.44
010-4420-2150 010-4420-2350 Account 012-4425-0100 012-4425-1150 012-4425-1460	Professional Services Services by other Agencies  Name Salaries - Regular Communications Vehicle maintenance	Total:	304.50 2,463.91 98.82 <b>7,256.23</b> Amount 26.71 206.44 568.41
010-4420-2150 010-4420-2350 Account 012-4425-0100 012-4425-1150 012-4425-1460 012-4425-1500	Professional Services Services by other Agencies  Name  Salaries - Regular Communications Vehicle maintenance Equipment Replacement	Total:	304.50 2,463.91 98.82 <b>7,256.23</b> <b>Amount</b> 26.71 206.44 568.41 10,984.53
010-4420-2150 010-4420-2350 Account 012-4425-0100 012-4425-1150 012-4425-1460 012-4425-1500 012-4425-1550	Professional Services Services by other Agencies  Name  Salaries - Regular Communications Vehicle maintenance Equipment Replacement Operating Supplies & Exp.	Total:	304.50 2,463.91 98.82 <b>7,256.23</b> Amount 26.71 206.44 568.41 10,984.53 28.20
010-4420-2150 010-4420-2350 Account 012-4425-0100 012-4425-1150 012-4425-1460 012-4425-1500 012-4425-1550 012-4425-1550	Professional Services Services by other Agencies  Name Salaries - Regular Communications Vehicle maintenance Equipment Replacement Operating Supplies & Exp. Fuel & lubricants	Total:	304.50 2,463.91 98.82 <b>7,256.23</b> Amount 26.71 206.44 568.41 10,984.53 28.20 116.56
010-4420-2150 010-4420-2350 Account 012-4425-0100 012-4425-1150 012-4425-1460 012-4425-1500 012-4425-1550	Professional Services Services by other Agencies  Name  Salaries - Regular Communications Vehicle maintenance Equipment Replacement Operating Supplies & Exp.	Total:	304.50 2,463.91 98.82 <b>7,256.23</b> Amount 26.71 206.44 568.41 10,984.53 28.20
010-4420-2150 010-4420-2350 Account 012-4425-0100 012-4425-1150 012-4425-1460 012-4425-1500 012-4425-1550 012-4425-1550	Professional Services Services by other Agencies  Name Salaries - Regular Communications Vehicle maintenance Equipment Replacement Operating Supplies & Exp. Fuel & lubricants		304.50 2,463.91 98.82 <b>7,256.23</b> Amount 26.71 206.44 568.41 10,984.53 28.20 116.56 8,466.80
010-4420-2150 010-4420-2350 Account 012-4425-0100 012-4425-1150 012-4425-1460 012-4425-1500 012-4425-1550 012-4425-1550	Professional Services Services by other Agencies  Name Salaries - Regular Communications Vehicle maintenance Equipment Replacement Operating Supplies & Exp. Fuel & lubricants		304.50 2,463.91 98.82 <b>7,256.23</b> Amount 26.71 206.44 568.41 10,984.53 28.20 116.56 8,466.80
010-4420-2150 010-4420-2350 Account 012-4425-0100 012-4425-1150 012-4425-1460 012-4425-1500 012-4425-1550 012-4425-1550 012-4425-1550	Professional Services Services by other Agencies  Name  Salaries - Regular Communications Vehicle maintenance Equipment Replacement Operating Supplies & Exp. Fuel & lubricants Professional Services		304.50 2,463.91 98.82 <b>7,256.23</b> Amount 26.71 206.44 568.41 10,984.53 28.20 116.56 8,466.80 <b>20,397.65</b>
010-4420-2150 010-4420-2350 Account 012-4425-0100 012-4425-1150 012-4425-1500 012-4425-1550 012-4425-1560 012-4425-1560 012-4425-2150	Professional Services Services by other Agencies  Name Salaries - Regular Communications Vehicle maintenance Equipment Replacement Operating Supplies & Exp. Fuel & lubricants Professional Services		304.50 2,463.91 98.82 <b>7,256.23</b> Amount 26.71 206.44 568.41 10,984.53 28.20 116.56 8,466.80 <b>20,397.65</b>

Total:

14.59

### **Account Summary**

Account	Name		Amount
065-4485-1550	Operating Supplies & Exp.		3.62
		Total:	3.62
Account	Name		Amount
<u>071-4454-0100</u>	Salaries - Regular		32.97
<u>071-4454-1150</u>	Communications		115.61
<u>071-4454-1460</u>	Vehicle Maintenance		106.22
<u>071-4454-1550</u>	Operating Supplies & Exp.		1,276.89
<u>071-4454-1560</u>	Fuels & Lubricants		241.05
<u>071-4454-2150</u>	Professional Services		1,708.74
		Total:	3,481.48
Account	Name		Amount
079-4542-2164	General Admin		9,984.00
079-4542-2166	Activity		4,369.13
		Total:	14,353.13
Account	Name		Amount
089-4444-3075	Building Improvements (089-108)		25,519.19
		Total:	25,519.19
Account	Name		Amount
107-4018-2150	Profl Services		71.75
107-4018-2166	Activity		450.13
		Total:	521.88

### **MINUTES**

### **City of Guadalupe**

# Regular Meeting of the Guadalupe City Council Tuesday, September 23, 2025, at 6:00 pm City Hall, Council Chambers, 918 Obispo Street, Guadalupe CA 93434

### 1. ROLL CALL:

Council Member Eugene Costa Jr.
Council Member Whitney Furness
Council Member Amelia M. Villegas
Mayor Pro Tempore Christina Hernandez
Mayor Ariston Julian

Mayor Julian called the meeting to order at 6:00 p.m. All members were present.

### 2. PLEDGE OF ALLEGIANCE

### 3. MOMENT OF THANKS, APPRECIATION OR CONDOLENCES

### 4. <u>AGENDA REVIEW</u>

At this time the City Council will review the order of business to be conducted and receive requests for, or make announcements regarding, any change(s) in the order of business.

Mayor Julian asked to move item 11 to item 10. Recreation Resources became item 10 and Human Resources became item 11.

### 5. COMMUNITY PARTICIPATION FORUM

Each person will be limited to a discussion of three (3) minutes or as directed by the Mayor. Pursuant to the provisions of the Brown Act, no action may be taken on these matters unless they are listed on the agenda, or unless certain emergency or special circumstances exist. City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Deborah Sykes spoke about the code compliance Chief Cash requested be posted on the community social media sites and the street sweeper.

### 6. <u>CEREMONIAL CALENDAR</u>

- A. National Voter Registration Day September 16, 2025, Proclamation
- B. Hispanic Heritage Month September 15 October 15, 2025, Proclamation

Item 6A National Voter Registration Proclamation Day was skipped.

### 7. **CONSENT CALENDAR** (A-H)

The following items are presented for City Council approval without discussion as a single agenda item in order to expedite the meeting. Should a Council Member wish to discuss or disapprove an item, it must be dropped from the blanket motion of approval and considered as a separate item.

- **A.** Waive the reading in full of all Ordinances and Resolutions. Ordinances on the Consent Calendar will be adopted by the same vote cast as the first meeting unless City Council indicates otherwise.
- **B.** Approve payment of warrants for the period ending September 12, 2025.
- **C.** Approve the Minutes of the City Council regular meeting of September 9, 2025.
- **D.** Approve the annual "Peace, Love and Hope Around the World" holiday season parade scheduled for Saturday, December 13, 2025, by Kiwanis Club of Guadalupe.
- **E.** Adopt Resolution No. 2025-49 approving the list of qualified consultants for On-call Inspection and Construction Management services.
- F. Adopt Resolution No. 2025-50 authorizing the Mayor to sign the Easement Deed to Pacific Gas and Electric Company (PG&E), allowing electrical service to the new electric vehicle charging stations at the Guadalupe Transit Hub (Amtrak Station).
- **G.** Adopt Resolution No. 2025-51 authorizing the Mayor to execute Contract Amendment No. 1 to the agreement between the City of Guadalupe and the Wallace Group for inspections services for the Highway 1 Lift Station Project.
- **H.** Adopt Resolution No. 2025-52 approving a two-year agreement with Rainscape, A Landscape Service Company, for landscape maintenance services within the Pasadera Subdivision.

Council Member Villegas pulled item 7C.

Motion was made by Council Member Hernandez and seconded by Council Member Villegas to approve the remaining balance of the calendar. Motion passed. AYES 5-0.

Council Member Villegas referenced Item #10 from the September 9<sup>th</sup> meeting which had to do with having an "oversight function" relating to the Royal Theater project. She had voted "No" to a motion to form a committee covered by the Brown Act which would create an administrative burden. More importantly, she felt that since there wasn't currently a formal oversight function that maybe a suggested option of having

two (2) council members work with City staff, such as City Administrator, Finance Director, and City Engineer, to establish an initial oversight process seemed reasonable. There would always be the option of revisiting the matter should additional transparency be needed.

Motion was made by Council Member Villegas and seconded by Council Member Costa Jr. to approve item 7C with comments made at this meeting. Motion passed. AYES 5-0.

#### **MANAGEMENT REPORTS**

### **8. CITY ADMINISTRATOR**: (*Information Only*)

A. City Administrator's report for September 23, 2025

Todd Bodem asked the council to waive the November  $11^{th}$  council meeting due to this being a holiday and the staff may not be available. The council approved to waive the meeting for that day.

### **9. DIRECTOR OF PUBLIC SAFETY**: (Information Only)

- A. Director of Public Safety report for September 23, 2025
- B. Police Department report for July and August 2025
- C. Fire Department report for July and August 2025
- D. Code Compliance report for July and August 2025

City employee Joanna Mendoza who is the Records Clerk in the Guadalupe Police Department was recognized at the Law Enforcement appreciation night dinner as Employee of the Year.

### **10. RECREATION SERVICES MANAGER**: (Information Only)

A. Recreation and Parks report for August 2025

Council Member Furness inquired about the Recreation and Park Commission position being filled.

### 11. HUMAN RESOURCES MANAGER: (Information Only)

A. Human Resources report for August 2025

Isasis Rivas was recognized for the Quartey Recognition program.

#### **REGULAR BUSINESS**

### 12. Proclamation of emergency regarding Supervisory Control and Data Acquisition (SCADA) system.

Written report: Philip F. Sinco, City Attorney

<u>Recommendation</u>: That the City Council adopt Resolution No. 2025-53 proclaiming the existence of a public facilities emergency pursuant to Guadalupe Municipal Code section 4.04.030.F. and California Public Contracts Code section 22035 associated with the partial failure of the City of Guadalupe's Supervisory Control and Data Acquisition (SCADA) system.

Council Member Furness asked if quotes were received from two different companies for the exact same thing. Mr. Trujillo, Director of Public Works, responded that it was correct, it was a one for one quote.

Motion was made by Council Member Costa Jr. and seconded by Council Member Villegas to pass Resolution No. 2025-53 proclaiming the existence of a public facilities emergency pursuant to Guadalupe Municipal Code section 4.04.030.F. Motion passed. AYES 5-0.

#### 13. FUTURE AGENDA ITEMS

#### 14. ANNOUNCEMENTS – COUNCIL ACTIVITY/COMMITTEE REPORTS

Council Member Hernandez attended the Fiesta Patrias and the Cosecha Farmers Market fund raising event. And the Indigenous Youth Leadership Institution of Arts and Culture Exhibit will be held on Thursday from 5:30 – 8:00. September is suicide prevention month.

Council Member Villegas attended the Parade, Law Enforcement Appreciation dinner and the Farmers Market fundraiser. September is National Library card month.

Mayor Julian attended the Caltrans meeting on 9/11/25, Guadalupe Beautician Efforts meeting on 9/15/25, and the Santa Barbara Association of Governments meeting on 9/18/25. The Guadalupe American Legion Post #317 will be hosting a free lunch on October  $11^{th}$  at 12:00 noon.

#### 15. ADJOURNMENT

Motion was made by Council Member Costa Jr. and seconded Council Member Hernandez to adjourn the meeting. Motion passed. 5-0. Meeting ended at 6:51 p.m.

Prepared by:	Approved by:
Judy Wilson, City Clerk	Ariston Julian, Mayor



### REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE Agenda of October 14, 2025

Todd Bodem

Prepared by:

**Todd Bodem, City Administrator** 

**SUBJECT:** Cancellation of November 11, 2025, City Council meeting.

#### **RECOMMENDATION:**

That the City Council authorizes the cancellation of the City Council meeting on November 11, 2025.

#### **BACKGROUND**:

The first regular City Council meeting in November falls during Veterans' Day. Staff recommends cancellation of the meeting. Should an emergency arise, a special meeting will be scheduled and public notified.

#### **FISCAL IMPACT**:

No Impact



### REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE Agenda of October 14, 2025

Jeff van den Eikhof	Todd Bodem	

Prepared by: Approved by:

Jeff van den Eikhof, City Engineer Todd Bodem, City Administrator

**SUBJECT:** 303 Obispo Site Improvements- EV/ Bus Charging Facility Project

#### **RECOMMENDATION:**

It is recommended that the City Council:

- Adopt Resolution No. 2025-54, approving a Contractor Services Agreement with Quincon, Inc. for construction of the 303 Obispo Site Improvements- EV/ Bus Charging Facility Project; and,
- Adopt Resolution No. 2025-55, approving a Consultant Services Agreement with Cannon Corporation for construction management and inspection services for the above project.

#### **BACKGROUND**:

The City Council previously approved the installation of electric charging stations at 303 Obispo Street for electric buses and other electric vehicles. The project involves the construction of an electric vehicle/electric bus charging facility at the City's corporation yard, which includes earthwork, concrete and asphalt paving, fencing and gates, the installation of an electrical charging facility, coordination with PG&E, and other items as specified in the Contract Documents.

#### **DISCUSSION:**

On Wednesday, July 23, 2025, the City Engineer solicited formal bids for the 303 Site Improvements- EV/ Bus Charging Facility Project. The deadline to receive bids was 3:00 p.m. on Tuesday, September 23, 2025. The City received three bids with an average bid of \$718,698.16. Quincon Inc. was the low bidder, with a bid of \$688,213.00.

On Friday, September 12, 2025, the City Engineer solicited proposals for Construction Management (CM) and Inspection Services from the approved list of On-Call consultants for the above project. The deadline to receive proposals was Friday, September 26, 2025. The City Engineer received two proposals. The other consulting firms declined to submit proposals for this project, as they plan to submit proposals for the three upcoming larger construction projects. The City Engineer recommends awarding the CM and Inspection Services contract to Cannon Corporation, as the other consultant only proposed to provide CM Services.

Staff recommends awarding the construction of the 303 Site Improvements- EV/ Bus Charging Facility Project to Quincon, Inc. for \$688,213.00 and authorizing the City Administrator to approve contract change orders up to 15% of the bid amount. Staff also recommends awarding a consultant services agreement to Cannon Corporation for \$145,943 and authorizing the City Administrator to approve contract change orders up to 15% of the approved fees.

#### **FISCAL IMPACT**:

The FY 25/26 Budget for Capital Improvement Projects allocated approximately \$1.56 million in funding to cover the costs of this project, including the following:

AHSC grant funds- \$767,410 5339- \$250,000 SB125- \$500,000 Transit funds- \$ 44,118

#### **ATTACHMENTS:**

- 1. Resolution No. 2025-54
- 2. Agreement for Contractor Services with Quincon Inc.
- 3. Resolution No. 2025-55
- 4. Agreement for Consultant Services with Cannon Corporation

#### **RESOLUTION NO. 2025-54**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE APPROVING AN AGREEMENT FOR CONTRACTOR SERVICES WITH QUINCON. INC. FOR THE 303 OBISPO SITE IMPROVEMENTS - EV/BUS CHARGING FACILITY PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City Council previously approved the installation of an electric vehicle charging station at 303 Obispo Street for electric buses and other electric vehicles; and

WHEREAS, the project generally consists of the construction of an electric vehicle / electric bus charging facility at the City's corporation yard located at 303 Obispo Street, Guadalupe, CA. The work involves earthwork, concrete and asphalt paving, fencing and gates, installation of an electrical charging facility, coordination with PG&E, and other items as specified in the Contract Documents; and

WHEREAS, the City Engineer solicited and received bids for the 303 Obispo Site Improvements- EV/ Bus Charging Facility Project; and

WHEREAS, Quincon, Inc. was the lower bidder; and

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

- The agreement for contractor services with Quincon Inc. for \$688,213, attached to the **SECTION 1:** staff report for this item, is hereby approved; and
- **SECTION 2:** The Mayor is authorized to sign the agreement with Quincon, Inc. on behalf of the City; and
- **SECTION 3:** The City Administrator is authorized to approve change orders to the contract up to 15% of the quoted price; and
- **SECTION 4:** The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney

	concerning any changes deemed necessary.
PASSED, APP following vote	<b>PROVED, AND ADOPTED</b> at a regular meeting on the 14 <sup>th</sup> day of October, 2025, by the e:
MOTION:	
AYES:	
NOES:	
ABSENT:	
ABSTAINED:	
	Page <b>1</b> of <b>2</b>

and adopted.		
ATTEST:		
Judy Wilson, City Clerk	Ariston Julian, Mayor	
APPROVED AS TO FORM:		

Philip F. Sinco, City Attorney

I, Judy Wilson, City Clerk of the City of Guadalupe, DO HEREBY CERTIFY that the foregoing Resolution, Resolution, being **Resolution No. 2025-54**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held October 14, 2025, and that same was approved

## AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF GUADALUPE AND QUINCON, INC.

THIS AGREEMENT FOR CONTRACTOR SERVICES (the "Agreement") is made and entered into this 14th day of October 2025 by and between the CITY OF GUADALUPE, a municipal corporation ("City"), and Ramsey Asphalt Company, a California Corporation ("Contractor").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

- Section 1. <u>Term of Agreement</u>. Subject to the provisions of <u>Section 19</u> (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.
- Section 2. <u>Scope of Services</u>. Contractor agrees to perform the services set forth in <u>Exhibit A</u> (Scope of Services) and made a part of this Agreement.
- Section 3. <u>Additional Services</u>. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in <u>Exhibit A</u> unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Contractor shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

#### Section 4. <u>Compensation and Method of Payment.</u>

- (a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in <u>Exhibit A</u> (Compensation) and made a part of this Agreement.
- (b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-contractor contracts and miscellaneous expenses. City shall independently review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Contractor with

specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

- (c) Except as to any charges for work performed or expenses incurred by Contractor, which are disputed by City, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's invoice.
- (d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.
- (e) Contractor shall have the right to suspend services if not paid in accordance with this Agreement.
- Section 5. <u>Inspection and Final Acceptance</u>. City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, <u>Sections 15 and 16</u>, pertaining to indemnification and insurance, respectively. Contractor agrees to cooperate in any such inspection.
- Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

#### Section 7. <u>Contractor's Books and Records.</u>

- (a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of services pursuant to this Agreement. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.
- (b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative.

Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement. The City shall compensate the Contractor for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

#### Section 8. Status of Contractor.

- (a) Contractor is and shall at all times during the terms of this Agreement remain a wholly independent Contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- (b) The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees or agents are in any manner officials, employees or agents of City.
- (c) Neither Contractor nor any of Contractor's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.
- Section 9. <u>Standard of Performance</u>. Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement.

Section 10. <u>Compliance With Applicable Laws, Permits and Licenses.</u> Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Contractor. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Contractor to comply with this section.

Section 11. <u>Nondiscrimination</u>. Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. <u>Unauthorized Aliens</u>. Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. <u>Conflicts of Interest</u>. Contractor will comply with all conflict of interest laws and regulations including, without limitation, the City's Conflict of Interest Code (on file in the City Clerk's Office). All officers, employees and/or agents of Contractor who will be working on behalf of the City pursuant to this Agreement, may be required to file Statements of Economic Interest. Therefore, it is incumbent upon the Contractor or Contracting firm to notify that City of any staff changes relating to this Agreement.

A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Contractor(s), unless as indicated in Subsection B, will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Contractor, except as indicated in Subsection B.



B. In accomplishing the scope of services of this Agreement, Contractor(s) will be performing a specialized or general service for the City, and there is substantial likelihood that the Contrator's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Contractor(s) shall be subject to Disclosure Category "1" of the City's Conflict of Interest Code.

#### Section 14. Confidential Information; Release of Information.

- (a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.
- (b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.
- (c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.
- (d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or sub contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall be compensated for all costs associated with complying with this section.

#### Section 15. Indemnification.

- (a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Contractor or any other person for, and Contractor shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Contractor's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Contractor, its agents, officers, directors, sub contractors or employees, committed in performing any of the services under this Agreement.
- (b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Contractor has agreed to indemnify Indemnitees as provided above, Contractor, upon notice from City, shall defend Indemnitees at Contractor's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Contractor under Section 16 shall ensure Contractor's obligations under this section, but the limits of such insurance shall not limit the liability of Contractor hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.
- (c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.
- (d) City agrees to indemnify Contractor for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.
- Section 16. <u>Insurance</u>. Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Contractor, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Contractor agrees to provide City with copies of required policies upon request. Prior to the beginning of and throughout the duration of the Work, Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

Contractor shall provide the following types and amounts of insurance. Without limiting Contractor's indemnification of CITY, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
- (1) Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001).
- (2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.
- (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement, along with a waiver of subrogation endorsement.
- (4) Errors and omission liability insurance appropriate to the Contractor's profession.
- B. Minimum Limits of Insurance: Contractor shall maintain limits of insurance no less than:
- (1) General Liability Insurance: Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$3,000,000 per occurrence, \$6,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$6,000,000 completed operations aggregate. The policy shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. This insurance and any umbrella or excess liability insurance shall be maintained for a minimum of three years or as long as there is a statutory exposure to completed operations claims, with the City and its officers, officials, employees, and agents continued as additional insured.
- (2) Automobile Liability: Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property

damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

- (3) Workers' Compensation and Employer's Liability: Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees. Contractor shall submit to CITY.
- (4) Errors and Omissions Liability: \$1,000,000 per claim as appropriate for the profession.
- (5) Umbrella or excess liability insurance (if needed): Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
  - Pay on behalf of wording as opposed to reimbursement;
  - Concurrency of effective dates with primary policies;
  - Policies shall "follow form" to the underlying primary policies; and
  - Insureds under primary policies shall also be insureds under the

umbrella or excess policies.

- (6) Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
- C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:
- (1) Notice of Cancellation: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or

other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

- (2) Primary/noncontributing: Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
- (3) City's Rights of Enforcement: In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by Contractor or CITY will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, CITY may cancel this Agreement.
- (4) Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against CITY, and shall require similar written express waivers.
- (5) Enforcement of Contract Provisions (non estoppel): Contractor acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Contractor of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- (6) Requirements not Limiting: Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- (7) Prohibition of Undisclosed Coverage Limitations: None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

- (8) Separation of Insureds: A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- (9) Pass through Clause: Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- (10) City's Right to Revise Requirements: The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the CITY and Contractor may renegotiate Contractor's compensation.
- (11) Self-insured Retentions: Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- (12) Timely Notice of Claims: Contractor shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- (13) Additional Insurance: Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.
- Section 17. <u>Assignment</u>. The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under the Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize sub contractors.

Section 18. <u>Continuity of Personnel</u>. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff assigned to perform the services required under this Agreement, prior to any such performance.

#### Section 19. <u>Termination of Agreement.</u>

- (a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.
- (b) Contractor may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.
- (c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor or City may terminate this Agreement immediately upon written notice.
- (d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.
- Section 20. <u>Default</u>. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default and may terminate this Agreement immediately by written notice to Contractor.
- Section 21. <u>Excusable Delays</u>. Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.
- Section 22. <u>Cooperation by City</u>. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in <u>Exhibit A</u>, shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.
- Section 23. <u>Notices</u>. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: City Administrator

City of Guadalupe

PO Box 908

Guadalupe, CA 93434

To Contractor: Quincon, Inc.

P.O. Box 1029

Grover Beach, CA 92483

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. <u>Authority to Execute</u>. The person or persons executing this Agreement on behalf of the Contractor represents and warrants that they have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

Section 25. <u>Binding Effect</u>. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. <u>Modification of Agreement</u>. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. <u>Waiver</u>. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any provisions of this Agreement.

Section 28. <u>Law to Govern; Venue</u>. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. <u>Attorney's Fees, Costs and Expenses</u>. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. <u>Entire Agreement</u>. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. <u>Severability</u>. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 32. <u>Preparation of Agreement</u>. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:	CONTRACTOR:
CITY OF GUADALUPE	
By:	By:
Ariston Julian, Mayor	Title:_ President
APPROVED AS TO FORM:	
	By:
DI 'I' O' O' AH	Title:
Philip Sinco, City Attorney	

#### **EXHIBIT A**

#### **PROPOSAL**

TO

#### THE CITY OF GUADALUPE

#### **FOR**

## 303 SITE IMPROVEMENTS – EV/BUS CHARGING FACILITY PROJECT CITY PROJECT NO. 2025-06

NAME OF BIDDER Quincon, Inc.
BUSINESS P.O. BOX PO Box 1029
CITY, STATE, ZIP Grover Beach, CA, 93483
BUSINESS STREET ADDRESS 200 South 13th Street, Ste 101
CITY, STATE, ZIP_Grover Beach, CA, 93433
TELEPHONE NO.: 805-574-1660
-AX NO.: 805-481-2440
EMAIL ADDRESS: jose@quinconinc.com
LICENSE NUMBER AND TYPE: #888545 / A, B,C27, C09, C33
DIR NUMBER: 1000024658

The work for which this Proposal is submitted is for construction in accordance with the Special Provisions (including the payment of not less than the State General Prevailing Wage Rates or the Federal minimum wage rates when set forth herein), the Plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Caltrans Standard Specifications dated 2018, and the City of Santa Maria Standard Specifications (adopted by the City of Guadalupe on June 23, 2009, pursuant to Resolution No. 2009-24) insofar as the same may apply, specifications which may be referred to in the Special Provisions or project plans, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished.

The Technical Specifications for the work to be done are entitled:

#### CITY OF GUADALUPE, CALIFORNIA;

#### 303 SITE IMPROVEMENTS - EV/BUS CHARGING FACILITY PROJECT

The Bidder's attention is directed to Section 2, "Proposal Requirements and Conditions," of the Contract Documents.

The undersigned as Bidder declares that he/she has carefully examined the location of the proposed work above described, read and examined the Contract Documents, and Addendum/Addenda (List Addenda Received: 1, 2, 3, , ) therefore, read the Notice to Contractors, the Proposal Requirements, including the Caltrans Standard Specifications, and hereby proposes and agrees, if this Proposal is accepted by the City, to furnish all materials and services required to do all the work required to complete the said construction in accordance with the Contract Documents in the time stated herein, for the unit prices given below:

#### **BID SCHEDULE**

ITEM NO.	BID ITEMS	PAYMENT REFERENCE	TOTAL QUANTITIES	UNIT	UNIT PRICE	TOTAL COST
BASE	BID					
1	Mobilization	10-2.02	1	LS	\$97,158	\$97,158
CIVIL						
2	Siltation Fences	015723	500	止	\$8.50	\$4,250
3	Concrete Washout	015723	1	EA	\$675.00	\$675.00
4	Construction Entrance	015723	2	EA	\$5,895	\$11,790
5	Check Dams	015723	7	EA	\$352.00	2,464.00
6	Street Sweeping and Vacuuming	015723	1	S	\$3,460	\$3,460
7	Storm Drain Inlet Protection	015723	10	EA	\$244.00	\$244.00
8	Site Clearing	311000	1	LS	\$4,303	\$4,303
9	Earth Moving** (Cumulative)	312000	475	C	\$92.00	\$43,700
10	1/2" HMA Type A (PG 64-10)	321216	315	۲N	\$217.00	\$68,355
11	Commercial Driveway (20' Wide)	321313	420	SF	\$24.00	\$10,080
12	Sidewalk	321313	980	SF	\$16.00	\$15,680
13	Class 2 Aggregate Base	321216	950	TN	\$55.00	\$52,250
14	Concrete Curbs	321613	500	ĿF	\$36.00	\$18,000
15	Pavement Markings	321723	100	Ŀ	\$11.50	\$1,150
16	Gate Operators	323111	2	EA	\$29,260	\$58,520
17	Chain Link Fences and Gates	323113	320	SF	\$171.00	\$54,720
18	Storm Drainage Utility Pipe	334000	200	ᄕ	\$88.00	\$17,600
19	Plastic Drain Grates	334000	4	EA	\$87.00	\$348.00
20	Ductile Iron Drain Grates	334000	2	EA	\$5,768	\$11,536
21	Bioretention Basin	334726	530	SF	\$62.00	\$32,860
ELEC	TRICAL					
22	Common Electrical Work	260500	1	LS	\$1,154	\$1,154
23	Low Voltage Electrical Copper Conductors	260519	1	LS	\$28,840	\$28,840
24	Electrical Connectors	260519	1	LS	\$1,154	\$1,154
25	Electrical Equipment Labeling	260519	1	LS	\$462.00	\$462.00
26	Conductor Insulation Testing	260519	30	LF	\$29.00	\$870.00
27	Cu Ground Rod Installation	260526	3	EA	\$231.00	\$693.00
28	Ufer Ground Installation	260526	1	EA	\$346.00	\$346.00

ITEM NO.	BID ITEMS	PAYMENT REFERENCE	TOTAL QUANTITIES	UNIT	UNIT PRICE	TOTAL COST
29	Ground Resistance Testing	260526	3	EA	\$231.00	\$693.00
30	PVC Schedule 40 Conduit	260533	1	LOT	\$12,690	\$12,690
31	PVC Schedule 80 Conduit	260533	1	LOT	\$115.00	\$115.00
32	Galvanized Rigid Steel Conduit	260533	1	LOT	\$3,461	\$3,461
33	Electrical Metallic Tubing	260533	1	LOT	\$115.00	\$115.00
34	Flexible Metal Conduit	260533	1	LOT	\$115.00	\$115.00
35	Liquid Tight Flexible Metal Conduit	260533	1	LOT	\$577.00	\$577.00
36	Electrical Outlet Boxes	260533	1,	LOT	\$115.00	\$115.00
37	Electrical Junction and Pull Boxes	260533	1	LOT	\$577.00	\$577.00
38	Conduit Fittings	260533	1	LOT	\$577.00	\$577.00
39	Conduit Stubs	260533	1	LOT	\$577.00	\$577.00
40	Concrete Pads	260533	3	EACH	\$519.00	\$1,557
41	Trenching and Backfilling	260533	1	LOT	\$21,746	\$21,746
42	Sawcutting / Patching	260533	1	LOT	\$5,964	\$5,964
43	Electric Utility Company Work	260546.13	1	LS	\$2,307	\$2,307
44	480V to 208V 150KVA Step Down Transformer	262200	1	EA	\$9,229	\$9,229
45	277/480V, 800AMP Main Electric Service Equipment	262413	1	EA	\$2,307	\$2,307
46	120/208V, 400AMP Distribution Panelboard	262416	1	EA	\$9,229	\$9,229
47	Wood Backboard Installation - complete	262416	1	EA	\$6,922	\$6,922
48	WIU GFCI Receptacle	262726	1	EA	\$1,154	\$1,154
49	Site Lighting Fixture Type S1	265600	1	EA	\$5,768	\$5,768
50	Site Lighting Fixture Type S2	265600	2	EA	\$5,768	\$11,536
51	Site Lighting Fixture Type S3	265600	1	EA	\$5,768	\$5,768
52	Exterior Lighting Control Timeclock and Photocell	265600	1	EA	\$2,307	\$2,307
53	Lighting Acceptance Testing	265670	1	LS	\$1,154	\$1,154
54	EV Charging Station Connections	Dwg. E-101	5	EA	\$577.00	\$2,885
55	Gate Operator Equipment Connections	Dwg. E-101	2	EA	\$1,730	\$3,460
56	11" x 17" Concrete Pulibox	Dwg. E-101	2	EA	\$461.00	\$922.00
57	PG&E Concrete Transformer Pad	Dwg. E-101	1	EA	\$6,921	\$6,921
58	PG&E Primary Conduits	Dwg. E-101	250	LF	\$11.50	\$2,875
59	PG&E Secondary Conduits	Dwg. E-101	220	LF	\$75.00	\$16,500
60	Concrete Pole Base	Dwg. E-101	4	EA	\$808.00	\$3,232
TOTAL BASE BID (ITEMS 1 THROUGH 13)				\$688,213		

<sup>\*</sup>Payment references are per specifications provided and per civil engineering plans by Ashley & Vance Engineering, Inc. dated 7/18/2025 and electrical engineering plans by Thoma Electric, Inc. dated 4/21/2025.

<sup>\*\*</sup> Estimated earthwork quantities are based on the approximate difference between existing grades and proposed finished grades or pavement subgrades, as indicated on the plans, and should vary according to these factors and losses.

#### TOTAL BASE BID IN WORDS:

#### \$688,213 / Six hundred eighty-eight thousand two hundred thirteen dollars

Total Base Bid Amount shall be shown in both words and figures.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Bids will be compared by the Total Mathematical Bid as determined by the Engineer. The Total Mathematical Bid is the summation of all required bid items, excluding bid alternates. Bid items are calculated by multiplying the Engineers Estimate quantities by the unit bid prices. In the case of a discrepancy between the Total Mathematical Bid and the total bid written above, the Total Mathematical Bid shall govern.

The bidder to whom the contract is awarded agrees to enter into a contract with the City of Guadalupe within fifteen (15) days after the date of the Notice of Award, and to commence work within ten (10) working days after the date of the Notice To Proceed, and to diligently prosecute the work to completion within the Time of Contract shown on the cover of the Project Manual.

The undersigned understands and agrees that the City of Guadalupe will not be responsible for any errors or omissions on the part of the undersigned in preparing and submitting this Proposal.

	President	
Signature	Title	
9/23/25		
Date	_	

#### **RESOLUTION NO. 2025-55**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE APPROVING AN AGREEMENT FOR CONSULTANT SERVICES WITH CANNON CORPORATION FOR THE 303 OBISPO SITE IMPROVEMENTS -EV/BUS CHARGING FACILITY PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON **BEHALF OF THE CITY** 

WHEREAS, the City Council previously approved the installation of an electric vehicle charging station at 303 Obispo Street for electric buses and other electric vehicles; and

WHEREAS, the project generally consists of the construction of an electric vehicle / electric bus charging facility at the City's corporation yard located at 303 Obispo Street, Guadalupe, CA. The work involves earthwork, concrete and asphalt paving, fencing and gates, installation of an electrical charging facility, coordination with PG&E, and other items as specified in the Contract Documents; and

WHEREAS, the City Engineer solicited proposals to provide construction management and inspection services from the approved list of On-Call consultants; and

WHEREAS, Cannon Corporation was determined to be the most qualified to provide these services; and,

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

- **SECTION 1:** The agreement for consultant services with Cannon Corporation for \$145,943, attached to the staff report for this item, is hereby approved; and
- **SECTION 2:** The Mayor is authorized to sign the agreement with Quincon, Inc. on behalf of the City; and
- **SECTION 3:** The City Administrator is authorized to approve change orders to the contract up to 15% of the quoted price; and
- **SECTION 4:** The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. y

	In doing so, the City Clerk shall consult with the City Administrator and City Attorne concerning any changes deemed necessary.
PASSED, APPI Following vote	ROVED, AND ADOPTED at a regular meeting on the 14 <sup>th</sup> day of October 2025, by the e:
MOTION:	
AYES:	
NOES:	
ABSENT:	
ABSTAINED:	
	Page 1 of <b>2</b>

and adopted.		
ATTEST:		
Judy Wilson, City Clerk	Ariston Julian, Mayor	
APPROVED AS TO FORM:		
Philip F. Sinco, City Attorney		

I, Judy Wilson, City Clerk of the City of Guadalupe, DO HEREBY CERTIFY that the foregoing Resolution, Resolution, being **Resolution No. 2025-55**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held October 14, 2025, and that same was approved

# AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF GUADALUPE AND CANNON CORPORATION

THIS AGREEMENT FOR CONSULTANT SERVICES (the "**Agreement**") is made and entered into this 14th day of October 2025, by and between the CITY OF GUADALUPE, a municipal corporation ("City"), and Cannon Corporation ("**Consultant**").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

- Section 1. <u>Term of Agreement</u>. Subject to the provisions of <u>Section 18</u> (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of twelve (12) months from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.
- Section 2. <u>Scope of Services</u>. Consultant agrees to perform the services set forth in <u>Exhibit A</u> (Scope of Services) and made a part of this Agreement.
- Section 3. <u>Additional Services</u>. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in <u>Exhibit A</u>, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

#### Section 4. Compensation and Method of Payment.

- (a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in <u>Exhibit B</u> (Compensation) and made a part of this Agreement.
- (b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (Administration, ministerial, and discretionary review). City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall

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return the original invoice to Consultant with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

- (c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within forty-five (45) days of receipt of Consultant's invoice.
- (d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- (e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. <u>Inspection and Final Acceptance</u>. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, <u>Sections 15 and 16</u>, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

#### Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating

to the audits of public agencies and their expenditures, unless all documents and records are turned over to the City at the conclusion of the Agreement.

- (b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.
- (c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

#### Section 8. Status of Consultant.

- (a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent Consultant and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- (b) The Consultant shall not obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. <u>Standard of Performance</u>. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by

persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. <u>Compliance With Applicable Laws, Permits and Licenses.</u> Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. <u>Nondiscrimination</u>. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. <u>Unauthorized Aliens</u>. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. <u>Conflicts of Interest</u>. Consultant will comply with all conflict of interest laws and regulations including, without limitation, the City's Conflict of Interest Code (on file in the City Clerk's Office). All officers, employees and/or agents of Consultant who will be working on behalf of the City pursuant to this Agreement, may be required to file Statements of Economic Interest. Therefore, it is incumbent upon the Consultant or Consulting firm to notify that City of any staff changes relating to this Agreement.

A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant(s), unless as indicated in Subsection B, will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection B.

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B. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to Disclosure Category "1" of the City's Conflict of Interest Code.

#### Section 14. Confidential Information; Release of Information.

- (a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.
- (b) Consultant shall not, without prior without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- (c) If Consultant, or any officer, employee, agent or sub consultant of Consultant, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.
- (d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

#### Section 15. Indemnification.

- (a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Consultant, its agents, officers, directors, subconsultants or employees, committed in performing any of the services under this Agreement.
- (b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 16 shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.
- (c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.
- (d) City agrees to indemnify Consultant for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. <u>Insurance</u>. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.

Prior to the beginning of and throughout the duration of the Work, Consultant and its subconsultants shall maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Consultant or its subconsultants in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

Consultant shall provide the following types and amounts of insurance. Without limiting Consultant's indemnification of CITY, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

#### A. <u>Minimum Scope of Insurance</u>: Coverage shall be at least as broad as:

- (1) Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001).
- (2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.
- (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.
- (4) Errors and omission liability insurance appropriate to the Consultant's profession.
- B. <u>Minimum Limits of Insurance</u>: If required, Consultant shall maintain limits of insurance no less than:
- (1) General Liability Insurance: Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella

liability policies. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. This insurance and any umbrella or excess liability insurance shall be maintained for a minimum of three years or as long as there is a statutory exposure to completed operations claims, with the City and its officers, officials, employees, and agents continued as additional insured.

- (2) Automobile Liability: Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- (3) Workers' Compensation and Employer's Liability: Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Consultant's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Consultant shall require each subconsultant to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subconsultant's employees. Consultant shall submit to CITY.
- (4) Errors and Omissions Liability: \$1,000,000 per claim as appropriate for the profession.
- (5) Umbrella or excess liability insurance (if needed): Consultant shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
  - Pay on behalf of wording as opposed to reimbursement;
  - Concurrency of effective dates with primary policies;
  - Policies shall "follow form" to the underlying primary

policies; and

• Insureds under primary policies shall also be insureds under the umbrella or excess policies.

- C. <u>Other Provisions</u>: Insurance policies required by this Agreement shall contain the following provisions:
- (1) Notice of Cancellation: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.
- (2) Primary/noncontributing: Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
- (3) City's Rights of Enforcement: In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by Consultant or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement.
- (4) Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against CITY, and shall require similar written express waivers.
- (5) Enforcement of Contract Provisions (non estoppel): Consultant acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Consultant of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- (6) Requirements not Limiting: Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification

only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

- (7) Prohibition of Undisclosed Coverage Limitations: None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- (8) Separation of Insureds: A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- (9) Pass through Clause: Consultant agrees to ensure that its subconsultants, subconsultants, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the project will be submitted to CITY for review.
- (10) City's Right to Revise Requirements: The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the Consultant, the CITY and Consultant may renegotiate Consultant's compensation.
- (11) Self-insured Retentions: Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- (12) Timely Notice of Claims: Consultant shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(13) Additional Insurance: Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Section 17. <u>Assignment</u>. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize sub consultants.

Section 18. <u>Continuity of Personnel</u>. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

#### Section 19. <u>Termination of Agreement</u>.

- (a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- (b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.
- (c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.
- (d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in <u>Section 4</u> of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in <u>Section 4</u> of this Agreement.

Section 20. <u>Default</u>. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 21. <u>Excusable Delays</u>. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, and acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. <u>Cooperation by City</u>. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in <u>Exhibit A</u>, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. <u>Notices</u>. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: City Administrator

City of Guadalupe 918 Obispo Street Guadalupe, CA 93434

To Consultant: Cannon Corporation

1050 Southwood Drive San Luis Obispo, CA 93401

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 23. <u>Authority to Execute</u>. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 24. <u>Binding Effect</u>. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 25. <u>Modification of Agreement</u>. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 26. <u>Waiver</u>. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 27. <u>Law to Govern; Venue</u>. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 28. <u>Attorney's Fees, Costs and Expenses</u>. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 29. <u>Entire Agreement</u>. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 30. <u>Severability</u>. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 31. <u>Preparation of Agreement</u>. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed

CITY:	CONSULTANT:
CITY OF GUADALUPE	CANNON CORPORATION
By: Ariston D. Julian, Mayor APPROVED AS TO FORM:	By:
Philip F. Sinco, City Attorney	_

prepared or drafted by one party or another, or any party's attorney, and will be construed

accordingly.

#### **FXHIBIT A**



#### WORK PROGRAM/SCOPE OF WORK

Our Work Program for pre-construction, construction, and post-construction activities is detailed below and includes services for Construction Management, Construction Inspection, and Materials Testing through project completion.

#### **Pre-Construction**

#### Task 1.1 Contract Document Review

Our construction management team will thoroughly review Plans, Specifications, related reports, and documents pertinent to administering the construction of the project. In addition to facilitating our understanding of scope and staging of the project, it will allow us to determine areas that may present challenges during construction. In conjunction with our preliminary review, we will review field conditions and photograph or video the work area and site conditions prior to the start of construction. Noted design issues or potential conflicts, along with questions that arise from our initial plan review, will be discussed with the City's project manager and project engineer.

#### Task 1.2 Document Control Procedures, Coordination with City Staff

We will establish a working relationship with City staff to implement procedures for the efficient processing and management of project documents.

#### Task 1.3 Pre-Construction Meeting

Cannon will coordinate and lead the Pre-Construction Meeting, which will include all major subcontractors and other project stakeholders.

#### Construction

#### Task 2.1 On-Site Construction Management and Inspection

We will have a dedicated Resident Engineer in charge of construction management operations. Our team will also include a Construction Inspector who will be on-site to monitor the daily construction operations and provide coordination, and an office engineer to facilitate the flow of information between team members.

#### Task 2.2 Construction Inspection

During observation and monitoring of the quality of the construction work, we will provide the following:

- Maintain daily on-site project reports for inspections, observations and construction activities.
   Reports will contain a record of weather, work on-site, number of workers, work accomplished, problems encountered, solutions agreed upon, and other similar relevant data as the City may require.
- Maintain photo and video record of construction progress.

### **Cannon**

- Monitor construction activities to see that elements of project are furnished, installed, and constructed, per contract documents.
- Prepare required notices of non-conformance when materials, construction installation process, or quality of work does not meet the requirements of the contract. Notices will be issued to the contractor stating the nature of the deviation and requiring the contractor to perform corrective action. Non-compliance issues will be documented with photographs and in writing.
- File appropriate reports.
- Monitor contractor's work and recommend special testing, as needed.
- Review storm water BMPs for compliance with approved SWPPP/WPCP/SWMP.

#### Task 2.3 Scheduling and Progress Meetings

We will coordinate, review, and approve the contractor's proposed schedule for the completion of the project. We will also review the contractor's baseline schedule and update submittals for conformance with the master schedule and contract documents. We will chair weekly or biweekly progress meetings remotely to discuss project progress, schedule, outstanding submittals and RFI's, and work deficiencies. In addition, we will prepare and distribute Weekly Statement of Working Day reports to maintain an accurate and current record of contract time.

#### Task 2.4 Change Order Management

We will negotiate and coordinate the implementation of contract change orders during the construction process. We will compile change order supporting documentation, such as inspection reports, test reports, drawings, sketches, photographs, and other materials as required. We will review and evaluate the appropriateness of proposed change orders and advise the City as to their effect on the contract time and cost, as well as recommend approval or denial to the City.

#### Task 2.5 Requests for Information (RFIs)

Cannon will provide timely coordination of RFIs with the Engineer of Record and written responses to contractor. We will maintain the RFI log and records.

#### Task 2.6 Submittal Management

Cannon will provide timely coordination with the Engineer or Record for submittals of materials not supplied by the District. We will maintain the submittal log and records.

#### Task 2.7 Claims Management

We will maintain a potential claims log. We will prepare a file for each potential claim issue. We will evaluate, analyze, and coordinate negotiation to achieve claims and dispute resolutions in line with City directions.

#### Task 2.8 Materials Testing

We have partnered with Earth Systems Pacific (ESP) to provide materials testing services for the project. ESP will provide compaction testing during roadway excavation fill placement; fine grading for the subgrade and aggregate bases; and utility trench backfill for the new utility lines. During paving operations, ESP will perform asphalt sampling and quality assurance testing and inspection. ESP's scope includes associated laboratory testing and report preparation.



#### Task 2.9 Progress Pay Estimates

We will evaluate the contractor's pay applications. We will verify that the quantities claimed are true and accurate using field measurements, materials tickets, extra work reports, and visual confirmation. We will prepare quantity calculation sheets for each bid item for inclusion in the project records.

#### Task 2.10 Safety Program

We will monitor the contractor's on-site safety program and compliance with Cal-OSHA Construction Safety Orders. We will also confirm contractor coordinates activities to reduce disruptions to the public.

#### Task 2.11 Project Records

We will establish and implement procedures for review and processing of project documentation. To maintain that records are organized, complete, and will allow for ease of document retrieval, we will set up project binders and electronic files following procedures outlined in Chapter 5 of the Caltrans Construction Manual.

We will implement procedures for timely delivery of project documentation; expediting RFIs, Submittals and Change Orders; and submittal, review, and approval of Progress Pay Applications. Monitoring logs will be created to track Survey Records, RFIs, Submittals, , Materials incorporated into Project, Materials Testing, Change Orders, Extra Work Reports, Pay Estimates and Potential Claims.

#### **Post-Construction**

#### Task 3.1 Final Inspection and Punch List

We will compile detailed "punch lists" with the City Project Manager and Engineer. We will oversee the complete performance of punch list items and final clean-up before the contractor moves off-site. We will coordinate final testing, documentation, and regulatory inspections.

#### Task 3.2 Coordinate Close-Out and Submittal of Final Documents

We will monitor the contractor's, subcontractors', and designers' progress to finalize and submit project records and documents. We will obtain record drawings, contract required documents, lien releases, written warranties, record drawings, and O&M manuals (if applicable), and forward to the city for inclusion in the project files.

#### Task 3.3 Final Payment

We will evaluate contractor's final payment application, resolve outstanding matters, and provide approval and recommendation for final payment.

### **EXHIBIT B**



#### **F**EES

Fees are based on the rates per the following fee schedule. It is our understanding that this project qualifies for California Prevailing Wages.

				2025			2026		Est.	Estimated
Phase	Role	Name	Rate	Nov	Dec	Jan	Feb	Mar	Hours	Cost
Pre-Con	struction									
	Director, Construction Management	Pat Riddell, PE	\$247	2					2	\$494
I [	Resident Engineer	Matt Scholfield, PE	\$223	_					40	\$8,920
I I	Asst RE/Construction Inspector III	Steve Creech	\$186	_					8	\$1,488
	Engineering Assistant III	Marcia Bohac	\$133	4					4	\$532
Constru										
	Director, Construction Management	Pat Riddell, PE	\$247	2	4	4	4	1	15	+-1
I I	Resident Engineer	Matt Scholfield, PE	\$223		40	42	38	8	154	\$34,342
1 1	Asst RE/Construction Inspector III	Steve Creech	\$186		100	105	95	10	375	4 ,
	Engineering Assistant III	Marcia Bohac	\$133	4	8	8	7	1	28	\$3,724
Post-Co	nstruction									
I I	Director, Construction Management	Pat Riddell, PE	\$247					2	2	\$494
	Resident Engineer	Matt Scholfield, PE	\$223					32	32	\$7,136
I I	Asst RE/Construction Inspector III	Steve Creech	\$186					16	16	\$2,976
	Engineering Assistant III	Marcia Bohac	\$133	_				4	4	\$532
		Total Estimated	Hours	151	152	159		74	680	
Total Estimated Cost of Labor								\$134,093		
	irect Costs									
Earth Sy	stems Pacific - Soil and Materials Testing	9								\$11,500
Reimbu										
Misc. Re	Misc. Reimbursable, Reproductions, Inspection Materials & Supplies							\$350		
										*
		To	otal Es	stima	ated (	Cost	of C	M Se	rvices	\$145,943

#### NOTE:

- 1 Fees are based on a 75 working day construction schedule.
- 2 Part-time inspection is included for the duration of the project.
- 3 Hourly rates are subject to change.
- 4 Fees include work during normal working hours. Overtime, night, and weekend work are excluded, but available as an additional service.
- 5 Survey and construction staking is excluded, but are available as additional services.



# REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE Agenda of October 14, 2025

Todd Bodom

Jeff van den Eikhof

Prepared by: Approved by:

Jeff van den Eikhof, City Engineer Todd Bodem, City Administrator

**SUBJECT:** Caltrans Landscape Maintenance Agreement (MA)

#### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 2025-56, approving a Landscape Maintenance Agreement (LMA) with Caltrans, which memorializes the City's and Caltrans' maintenance responsibilities within the State right-of-way and authorizing the Mayor to sign the agreement on behalf of the City.

#### **DISCUSSION**:

At its June 24, 2025, Council meeting, a proposed LMA between the City and Caltrans was included on the meeting agenda for the City Council's approval; however, prior tothe meeting, Caltrans requesed that the LMA be pulled from the agenda because it had determined that additional language was necessary to cover the new pedestrian and bicycle pathway on the south side of Highway 166, located in front of the Pasadera development. The City Engineer, Public Works Director, and City Attorney have reviewed the modified agreement and agree with the changes, recommending approval by the City Council.

#### **FISCAL IMPACT:**

The LMA costs to the City are currently unknown. The City currently maintains most of the items contained within the agreement. Not approving the LMA jeopardizes the projects within the City limits moving forward.

#### **ATTACHMENTS:**

- 1. Resolution No. 2025-56
- 2. Landscape Maintenance Agreement

#### **RESOLUTION NO. 2025-56**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE APPROVING A LANDSCAPE MAINTENANCE AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION

WHEREAS, a portion of State Route 1 and State Route 166 are within the City limits; and

**WHEREAS**, the State of California requires the City to enter a Landscape Maintenance Agreement with the State, acting by and through the Department of Transportation (Caltrans); and

WHEREAS, at its June 24, 2025, Council meeting, a proposed Landscape Maintenance Agreement between the City and Caltrans was included on the meeting agenda for the City Council's approval; however, prior to the meeting, Caltrans requested that the proposed agreement be pulled from the agenda because it had determined that additional language was necessary to cover the new pedestrian and bicycle pathway on the south side of Highway 166, located in front of the Pasadera development; and

**WHEREAS**, Caltrans subsequently revised the agreement and submitted to the City for its review, and after having reviewed the revised agreement, the City Engineer, Public Works Director, and City Attorney agree with the changes and recommend approval by the City Council.

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

- **SECTION 1:** The revised Landscape Maintenance Agreement between the City of Guadalupe and the State of California, acting by and through the Department of Transportation (Caltrans), attached to the staff report for this item, is hereby approved.
- **SECTION 2**: The Mayor, or his designated representative, is hereby authorized to execute the Landscape Maintenance Agreement on behalf of the City.
- **SECTION 3**: The City Clerk is hereby authorized to make minor changes herein to address clerical errors so long as substantial conformance to the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

**PASSED, APPROVED, AND ADOPTED** at a regular meeting on the 14<sup>th</sup> day of October 2025 by the following vote:

following vote:		
MOTION:		
AYES:		
NOES:		
ABSENT:		
ABSTAINED:		

regular meeting of the City Council, held October 14, 2025, and that same was approved and adopted				
ATTEST:				
Judy Wilson, City Clerk	Ariston Julian, Mayor			
APPROVED AS TO FORM:				
Philip F. Sinco, City Attorney				

I, Judy Wilson, City Clerk of the City of Guadalupe, DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2025-56**, has been duly signed by the Mayor and attested by the City Clerk, all at a

#### **ATTACHMENT 2**

4-30-2025 TR # 05-5-HB13 SB-1-48.23/50.43, SB-166-0.0/0.52 Guadalupe city-wide LMA – 1E030, 1M310, 1J770, 1N870

# LANDSCAPE MAINTENANCE AGREEMENT WITH THE CITY OF GUADALUPE

THIS AGREEMENT is made effective this	day of	, 20,	by and between
the State of California, acting by and	through the	Department of	f Transportation,
hereinafter referred to as "STATE" and the	CITY of GUAD	ALUPE; hereinaf	ter referred to as
"CITY" and collectively referred to as "PAI	RTIES."		

- 1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for newly constructed or revised improvements within STATE's right of way.
- 2. This Agreement addresses CITY's responsibility for the existing and proposed street trees and landscaping/planter boxes, irrigation, sidewalks including brick paving, class 1 bike path, tree wells, bike racks, benches, trash/recycling receptacles, bulbouts including hardscaping/landscaping and slotted drains, decorative lighting including all electrical costs, parking restriction signs, and painted curbs and markings (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 1 and 166, as shown on Exhibit A, attached to and made a part of this Agreement.
- 3. Maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
- 4. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
- 5. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.
  - 5.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

- 6. CITY agrees, at CITY expense, to do the following:
  - 6.1. CITY will MAINTAIN or have authorized licensed contractor with appropriate class of license in the State of California, to MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) constructed by STATE.
    - 6.1.1.An Encroachment Permit will be required for any changes or future modifications to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way
  - 6.2. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance including providing for water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
    - 6.2.1.To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
    - 6.2.2. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
    - 6.2.3. To expeditiously MAINTAIN, replace, repair or remove from service any components of LANDSCAPING system that has become unsafe or unsightly.
  - 6.3. To furnish electricity for irrigation system controls and lighting system controls for all street lighting systems.
  - 6.4. To routinely empty and dispose of trash and/or recycling in and around receptacles placed throughout the limits.
  - 6.5. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
  - 6.6. Weed Control To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department

- of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District 5 Maintenance at 50 Higuera Street San Luis Obispo, CA 93401.
- 6.7. CITY shall ensure LANDSCAPING within the Agreement limits provide an acceptable walking and riding surface, and will provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the LANDSCAPING in an expeditious manner.
- 6.8. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
- 6.9. Graffiti Removal. CITY, at CITY'S sole cost and expense, shall remove all graffiti from LANDSCAPING. CITY is solely responsible for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall not be removed without the written authorization of STATE. Graffiti removal must protect air and water quality as required by law. CITY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.07.
- 6.10. Bikeways and Pedestrian Paths (TRAIL).
  - 6.10.1. CITY is solely responsible for, and will maintain, TRAIL and all its related facilities including, but not limited to: paving, supportive structural components, aggregate base shoulder, retaining walls, bridges (of any sort), all railings, bollards, flexible barriers, curbs, storm water control measures, all fences, guard railing, drainage facilities, and slope and structural adequacy of bicycle/pedestrian TRAIL and any plantings or other types of roadside development installed as part of the project located and constructed within CITY jurisdiction in STATE's right of way.
  - 6.10.2. In addition, CITY will provide a safe facility for bicycle and pedestrian travel along the entire length of the TRAIL by providing sweeping and debris removal, when necessary, as deemed by STATE. CITY will maintain all signing and striping, electrical facilities (solar or otherwise), and pavement markings required for the direction and operation of that nonmotorized facility.
  - 6.10.3. CITY, at CITY's expense, shall remove all graffiti and remove and legally dispose of all debris and trash from TRAIL. Any graffiti that resembles or is on a mural, artwork, painting, or other similar elements may not be

removed without prior consultation with and approval from the STATE's District 05 Transportation Art Coordinator.

- 6.10.4. CITY shall perform routine structural and maintenance inspections and repair, replace or complete other improvements necessary to ensure the TRAIL retain their integrity for the safety of the public using this/these structure(s) and travelers using STATE ROW.
- 6.11. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- 7. STATE may provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
- 8. STATE shall issue encroachment permits to CITY at no cost to it.

#### 9. ELECTRONICALLY OPERATED TRAFFIC CONTROL DEVICES

9.1. PARTIES intend to execute a separate "Electrical Facilities Cost Sharing Agreement" in the future allocating costs between parties for maintenance of electronically-operated traffic control devices.

#### 10. LEGAL RELATIONS AND RESPONSIBILITIES:

- 10.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY/COUNTY facilities different from the standard of care imposed by law.
- 10.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING\_to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide

written notice to CITY to cure the default, and CITY will have thirty (30) days within which to affect that cure.

- 10.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.
- 10.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

#### 10.5. PREVAILING WAGES:

- 10.5.1. <u>Labor Code Compliance</u>- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 10.5.2. Requirements in Subcontracts CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code

Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

- 11.INSURANCE CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
- 12.TERMINATION This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
- 13.TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF GUADALUPE	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
By:	
Initiated and Approved	
By: City Administrator  ATTEST:	By: Deputy District Director Maintenance District 5
By: City Clerk	
By: City Attorney	

#### **EXHIBIT A**

(Plan map identifying the applicable STATE Routes and CITY road(s) and facilities)



# REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE Agenda of October 14, 2025

Phílíp F. Sínco

Todd Bodem

Prepared by:

Philip F. Sinco, City Attorney

Approved by:

**Todd Bodem, City Administrator** 

SUBJECT: Approval of need for continuing emergency regarding Supervisory Control and Data

Acquisition (SCADA) system.

#### **RECOMMENDATION:**

That the City Council review the need to continue the emergency related to the partial failure of the City of Guadalupe's Supervisory Control and Data Acquisition (SCADA) system approved by the City Council when it adopted Resolution No. 2025-53, and by motion and at least a 4/5 vote, approve the continuation of the p existence of a public facilities emergency pursuant to Guadalupe Municipal Code section 4.04.030.F. and California Public Contracts Code section 22035.

#### **BACKGROUND:**

The City Council adopted Resolution No. 2025-53 at its meeting held on September 23, 2025. This resolution found that the partial failure of the City's SCADA system constituted an emergency pursuant to City of Guadalupe Municipal Code Section 4.05.030.F. and California Public Contract Code Section 22035, which sections allow the City to proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets or working details, or giving notice for bids to let contracts, and pursuant to California Public Contract Code Section 22050(a)(2), that the emergency did not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

#### **DISCUSSION:**

Pursuant to California Public Contracts Code section 22050(c)(3), the City Council is required to review the emergency action at its next regularly scheduled meeting after finding that an emergency exists, and also, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

Staff believes that the emergency still exists since the SCADA system could experience a complete failure at any time, and negotiations for the agreement with Nviro, the contractor selected by staff to perform the necessary work on the SCADA system, have not been completed and the work has not yet commenced.

#### **FISCAL IMPACT:**

There is no additional costs related to the requested action to continue the need for the emergency proclamation.

The total cost of the SCADA project is estimated at \$209,779. Funding is available through existing Enterprise Fund reserves, and potential CIP fall out funds. This project will not impact the City's General Fund.

Long-term savings from reduced labor, compliance efficiencies, and extended equipment life are expected to offset the investment over time.

#### **ATTACHMENTS**:

None.



#### PLANNING DEPARTMENT

City of Guadalupe 918 Obispo Street P.O. Box 908 Guadalupe, CA 93434 Tel (805) 356-3903

**To:** Mr. Mayor and City Councilmembers

From: Bill Scott, Associate Planner

Date: October 1, 2025

RE: Planning Applications for the Month of September 2025

#### **MINISTERIAL PROJECTS**

Zoning Clearances Submitted	4
Zoning Clearances Approved	5
ADUs approved	3
Zoning Clearances Denied	0
Business Licenses Submitted	0
Short-term Rentals Submitted	0

#### **DISCRETIONARY PROJECTS**

Please refer to the next page for discretionary projects, maps, other projects of interest and their current status.

If you have any questions regarding any projects listed in this report, please contact me at <a href="mailto:bscott@ci.guadalupe.ca.us">bscott@ci.guadalupe.ca.us</a> (805) 356-3904 or (805) 478-4778 (cell).

### Ministerial Projects Report - for the month of September 2025

(September 1 through September 30, 2025)

### **Zoning Clearance Applications Submitted**

2025-040-ZC	Garage Conversion to ADU	204 Point Sal Dunes
2025-042-ZC	Martinez Detached ADU	4543 Del Mar Drive
2025-043-ZC	Garage Conversion to ADU	235 Pioneer Street
2025-044-ZC	New Sunroom for Margie Vega	310 Pioneer Street

### **Zoning Clearance Applications Approved**

2025-039-ZC	Guadalupe Café Patio Cover	844 Guadalupe Street
2025-040-ZC	Garage Conversion to ADU	204 Point Sal Dunes
2025-042-ZC	Martinez Detached ADU	4543 Del Mar Drive
2025-043-ZC	Garage Conversion to ADU	235 Pioneer Street
2025-044-ZC	New Sunroom for Margie Vega	310 Pioneer Street

**Zoning Clearances Denied** 

None.

**Business Licenses Submitted** 

None.

**Business License Approvals** 

None.

# GUADALUPE CITY PLANNING DEPARTMENT DISCRETIONARY PROJECTS AND VAROUIS MAPS - ACTIVE DURING THE MONTH OF SEPTEMBER 2025

Case No.	Name/Permit Type/Location	Submittal Date	Application Deemed Comp. Date	Project Status	OK for Bldg. Permit Issuance
2025-035-LM	Guadalupe Alvarez, et.al *(Voluntary Lot Merger) 861 Guadalupe St.	8/11/2025	_	<ul> <li>Alvarez Voluntary Lot Merger to combine two parcels into one lot.</li> <li>Initial review completed by Planning.</li> <li>Under review by the City Engineer.</li> </ul>	N/A
2025-008-SP/RZ	DJ Farms Specific Plan Amendment and Rezone  Lot 3 in Pasadera South on the east side of Highway 1, 3,000 feet south of Highway 166	2/21/2025		<ol> <li>Specific Plan Amendment and Zone Change to:         <ol> <li>Modify the 27.2-acre Lot 3 in the south portion of DJ Farms Specific Plan to allow 5,000 square-foot lots instead of 6,000 square foot lots; and</li> </ol> </li> <li>Amend the City's Official Zoning Map <u>from</u> the R-1 (6,000) zoning district <u>to</u> the R-1 (5,000) zoning district to allow 5,000 square-foot residential lots on the 27.2-acre site identified as Lot 3 in Pasadera South.</li> <li>Incomplete Application Letter sent on 3/21/2025.</li> <li>Project placed on temporary on hold by applicant.</li> <li>Staff is awaiting materials necessary to proceed</li> </ol>	N/A
2025-008-TTM (TRACT 29,072)	Lot 3 Pasadera South (Tentative Tract Map) E/Side of Hwy. 1, 3,000 feet south of Hwy. 166	2/21/2025	_	Tentative Tract Map to allow 130 5,000 square- foot residential lots and one open space lot on 27.2-acre site in Pasadera South.  Incomplete Application Letter sent on 3/21/2025.  Project is temporarily on hold by applicant.	NO

				City staff is awaiting required materials to proceed.
2023-021-LLA	151 Obispo Street *(Lot Line Adjustment)	03/30/23	02/05/24	<ul> <li>Approved by Planning in 2024.</li> <li>Awaiting final approval by the County Surveyor and final map recordation.</li> </ul>
2022-016-GPZ 2022-017-DR 2022-018-VTTM	Snowy Plover (General Plan Change, Tentative Tract Map and Design Review)	03/10/22	Application Incomplete 04/09/22	<ul> <li>Twenty homes on 8,000 SF lots and multifamily development.</li> <li>Landowner/Applicant has recently expressed an interest in moving forward to complete the entitlement process.</li> <li>Staff awaiting revised submittal documents.</li> </ul>
Climate Action Plan	Regional Climate Action Plan. (Citywide)	6/1/2025	_	<ul> <li>First Community Workshop and public N/A survey were held in June.</li> <li>City staff are continuing to collect surveys from members of the public.</li> </ul>
Zoning Ordinance Amendments	Updates to various sections of Title 18 (Zoning) of the Guadalupe Municipal Code. (Citywide)	9/15/2025		<ol> <li>Section 18.72 and 18.73 – update to include CEQA Review for new development.</li> <li>Update to clarify procedure for appeals and improve accuracy; and</li> <li>Various text changes to clarify certain zoning provisions (e.g. building height, accessory structures, noise, home businesses, etc.).</li> <li>Projected completion date of first quarter 2026.</li> </ol>
CEQA Process Manual	Develop a CEQA Procedure Manuel. (Citywide)	9/15/025	_	1) Establish a set of procedures for obtaining environmental clearance and processing CEQA documents in association with new and re-development projects.  • Projected completion date of first quarter 2026.
Subdivision Ordinance Amendment	Updates to Title 17 of the Guadalupe Municipal Code (Subdivisions).	9/15/2025	_	Amendments to clarify City staff     responsibilities and procedures for     processing maps and subdivisions.

	<ul> <li>2) Amendments to reflect current state law (Govt. Code 66410 – 66499) pertaining to subdivisions and maps; and</li> <li>3) Update to definitions to reflect current subdivision review practices.</li> <li>Projected completion date of first quarter</li> </ul>
	2026.

<sup>\*</sup>For status information only – Certain types of Maps (e.g., Lot Mergers, Lot Line Adjustments and SB-9 lot Splits) are ministerial and do not require a public hearing or discretionary approval.



### CITY OF GUADALUPE BUILDING DEPARTMENT

### STATUS REPORT

MONTH: September 2025

	This Month	Last Month	Year to Date	Last Year
Visitors	32	24	254	306
Inspections	43	39	1,188	2,220
Building Permits Issued	19	12	158	128
Certificate of Occupancy	0	1	42	24

VISITORS: Permits, planning application submittals, submitted plan updates, general information

### City of Guadalupe

### Inspection History Report – September 2025

DATE	INS	ADDRESS	PASS	CORRECT/PROCEED	
9/2/2025	F11	4773 Almaguer	Х		PV Final
9/2/2025	SC1	5152 Blue Heron Ln	Х		
9/4/2025	SC7	5103 Blue Heron Ln		X	
9/4/2025	FR5	4922 Surfbird	Х		Frame ONLY, no Electrical Needed
9/4/2025	SC11	4725 Third St	Х		REQUESTED 7am
9/4/2025	SC7	4563 Twelfth St	Х		Shower Pan 206, 207
9/4/2025	FR4	4461 Tenth St		X	
9/4/2025	FR9	4461 Tenth St		X	
9/4/2025	FR10	4461 Tenth St	Χ		Gas Pass
9/9/2025	F11	240 Pacific Dunes Way			PV Final PENDING pics
9/9/2025	FR5	4461 Tenth St		X	
9/9/2025	FR9	4461 Tenth St	Χ		
9/9/2025	SC7	4563 Twelfth St	Х		Unit 208, 209
9/9/2025	SC2	210 Pioneer St	Х		Unit A
9/9/2025	FR9	332 Tognazzini Av	Х		Partial Pass ONLY, Exterior and Roof ONLY
9/11/2025	SC11	310 Pioneer St	X		
9/11/2025	SC7	4433 Amber St	Х		
9/16/2025	F11	4792 Carlin Dr	Х		PV Final
9/16/2025	SC6	4461 Tenth St	Х		Insulation Pass
9/16/2025	FR2	761 Guadalupe	Х		
9/18/2025	UN1	267 Camp Lane	Х		
9/18/2025	FR1	332 Tognazzini Av		X	

9/18/2025	FR4	332 Tognazzini Av		X	
9/18/2025	FR10	332 Tognazzini Av	Х		
9/18/2025	SC3	332 Tognazzini Av	Х		
9/18/2025	FR9	332 Tognazzini Av	Х		
9/23/2025	SC7	4563 twelfth	Х		Unit 204
9/23/2025	SC2	1181 Pacheco St	X		Unit A ONLY
9/23/2025	FR10	1181 Pacheco St	Х		
9/23/2025	SC1	4461 Tenth St	Х		
9/23/2025	SC5	4461 Tenth St		X	Failed pressure
9/23/2025	FR2	216 Campodonico Ave	Х		Roof ONLY
9/23/2025	FR9	4830 Carlin Dr	Х		
9/23/2025	UN4	246 Egret Ln	Х		
9/23/2025	UN1	246 Egret Ln	Х		
9/23/2025	FN5	267 Camp Ln	Х		
9/23/2025	FR5	332 Tognazzini Av	Х		Frame/ MEPS
9/23/2025	SC6	332 Tognazzini Av	Х		
9/23/2025	F11	721 Guadalupe St		X	No Ladder
9/23/2025	FR2	4478 Cedar St		X	Pending Pic of 1" vent pipes Everything else OK
9/23/2025	FR4	5029 Sandpiper Ln	Χ		
9/23/2025	FR6	5029 Sandpiper Ln	Х		
9/30/2025	F11	721 Guadalupe St	Х		
9/30/2025	SC1	332 Tognazzini Av	Х		
Total					43 total inspections



# PUBLIC WORKS SEPTEMBER 2025

#### Development

#### Pasadera

Rainscape selected as Landscape Maintenance contract Speed bumps and traffic signs installed

#### General

#### Special projects

Public Works staff worked on several special projects requested by others along with normal tasks in the month of May including:

- Fence around PD Transformer completed
- Engineering Technician project planning continued with Dudek(consultant) on Urban Forestry Management Plan (conducted two community meetings; Dudek was at parade)
- Updating FOG information for restaurants working with Wallace group for inspections in fall.

The Public Works Director participated in the following meetings in September:

NVIRO- WTP (SCADA)

Dudek – Urban Forestry Management Program

Robert Diaz – Proposition 4

Ravatt - Architect for City Hall

Waste Management – Solid waste

Cal Recycle – State rep Harnak Samra

SBCAG – Quarterly Transit

Pre-bid – 303 Obispo, Las Mujeres, Transit Hub

#### **Parks/Facilities**

City Hall – Repair broken sprinkler Central Park – Remove graffiti a FD #2/HR office – Fog for fleas

#### **Streets**

Moved C-Trains from 303 to Bonita tank site
Moved mobile generators/flood lights to Bonita tank site
Weed abatement
Set up/teardown signage for parade
Submitted street light work orders to PGE for Pasadera
Sourcing new speed humps for Pasadera

#### **Transit**

Transit Hub bid opens 10/14

#### <u>Water</u>

#### **Repairs**

SCADA Contractor Selected anticipated start 10/6(pending contract/formal documents)
State water line repair (Bonita rd) third time needed repair this time
Fire Hydrant servicing
Replaced motor and pump
84 Customer Service Calls
2 Meter changes
ELC waterline disinfecting and pressure test

#### State Water

Temporary shutdown 9/27 for leak State Water normal

#### Wastewater

FOG removal all Lift Station wet wells Clays Septic pumped Pasadera Lift Station Contractor finished 9/28 Aerators enroute

#### Biolac

Getting good settling and blanket height

Attachment 1- City Engineers report for September 2025



4875 El Camino Real • Atascadero, CA 93422 • Phone: 805-470-1910 • eikhofdesigngroup.com

### City Engineer Report September 2025

The following is a list of projects in various construction, design, or planning stages.

- Various City Engineer Items—Prepared training information for PW Director
- Various Caltrans Projects The City Engineer coordinated with Caltrans regarding Hwy 1/166 projects. Prepared plan revisions per Caltrans for water meter and fire hydrant relocations.
- Amtrak Station Improvements (Transit Hub) A pre-bid meeting was held on September 16, 2025, at 11:00 a.m. Fifteen individuals attended the mandatory pre-bid meeting. Eleven contractors were represented. The bid opening is scheduled for October 14, 2025, at 3:00 p.m.
- Central Park Renovation Project—A pre-bid meeting was held on September 16, 2025, at 10:00 a.m. Eighteen individuals attended the mandatory pre-bid meeting. Fourteen contractors were represented. The bid opening is scheduled for October 14, 2025, at 2:00 p.m.
- Leroy Park Phase II Improvements—The USDA has received all the required documentation, and the project is being reviewed. Once the USDA completes the document review, we anticipate receiving approval to start the bidding process.
- 303 Obispo Street Site Improvements—The bid opening for the 303 Obispo Street Site Improvements was held on September 23, 2025, at 2:00 p.m. The City received three bids, and Quincon Inc. was the low bidder. The City Engineer also solicited proposals for construction management and inspection services from the approved On-Call Consultants. Two proposals were received, and the City Engineer recommends awarding the CM/Inspection Contract to Cannon.
- 11<sup>th</sup> Street Multi-Use Path Design is ongoing for the 11<sup>th</sup> Street Multi-Use Path from Gularte to Mary Buren School.
- Highway 1 and Pioneer Lift Stations—The Highway 1 Lift Station is under construction. Work has
  been proceeding per the plans and specifications. When the new lift station is connected to the
  existing system, the traffic patterns on Guadalupe Street will be temporarily altered.
  - The Pioneer Lift Station contractor has submitted various materials and equipment submittals for review. Construction is anticipated to start in November 2025.
- **2025 Pavement Improvements**—Design work is ongoing on the 2025 Pavement Improvement Project. Depending on the funding available, the project will include Obispo Street from Main Street to Ninth Street and West Main from Guadalupe Street to Julia Drive.
- Water Tank The Tank No. 1 Recoating Project is nearing completion.



- **City Hall Repairs Project**—The City Engineer and City staff met with the design firm to have a status meeting. The design firm will begin preparing plans for approval by the City Council.
- **Royal Theater** The bid opening occurred on September 9, 2025, at 2:00 p.m. The City received four bids. The base bid for the project ranged from \$9.36 million to \$10.64 million. The project will be brought to the City Council at the first meeting in October for discussion.

#### **Development**

The following developments require engineering review/oversight and are in various phases.

Pasadera – A kick-off meeting for the Obispo Bridge was held on September 19, 2025. Union
Pacific, Santa Maria Valley Railroad, RailPros, the contractors, designers, and City Staff attended
the meeting. Construction started that week. The abutments will be poured the second week in
October. The sewer mains for the south lots have been installed. MKN inspected the work for
the City.



# REPORT TO THE GUADALUPE CITY COUNCIL Agenda of October 14, 2025

Tom Brandeberry	Todd Bodem		
Prepared by:	Approved by:		
Tom Brandeberry, Project Manager	Todd Bodem, City Administrator		

**SUBJECT:** Approval of construction contract for the renovation of the Royal Theater

between Pre Con Industries and City of Guadalupe.

#### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 2025-57 approving Pre Con Industries as the awarded contractor from bids received September 9, 2025, to provide construction services for the Royal Theater Revitalization Project.

#### **BACKGROUND**:

Constructed in 1939, the Royal Theater operated as an active movie theater until closed in 1989. Following its closure, the building was intermittently used for a variety of purposes including a performing arts theater and public meeting space until 2011. In 2011 it was red tagged due to a minor interior electrical fire. The former Redevelopment Agency of the City of Guadalupe (RDA) purchased the property in 2001 and with the dissolution of the RDA ownership transferred to the Successor Agency (SA) in 2012. In accordance with state law, the SA adopted a Long-Range Property Management Plan (LRPMP) to guide the disposition of the property. The LRPMP stipulates that the theater should be transferred to the City and ultimately the theater should be renovated as some form of public performing arts center.

City staff and the Royal Theater Project Manager have been working on the renovation of the Royal Theater as a performing arts center since September 2019. The history of the City's efforts has been set forth in detail in numerous other staff reports for the Council, and therefore, only the most pertinent information about this history will be included in this report.

The City was successful in obtaining funding for the construction phase of the project from the federal Economic Development Administration (EDA) in the amount of \$4,889,121 and also receive additional funding in the amount of \$5M from the California Arts Council.

Nevertheless, after the original design for the project was completed, it became clear that were was a "funding gap" and City staff began exploring various ways to close this gap. Such efforts included working with a tax credit consultant and tax attorney for tax credit investments from the Federal Historic Tax Credits (HTC) or New Market Tax Credits (NMTC) which efforts, unfortunately, have not

been successful thus far. The City also applied for California Historic Tax Credits but were too far down the list of projects to fund based on available funds.

City staff proposed submitting a general obligation bond in an amount slightly less than \$3M to address the gap in funding, but the Council ultimately decided not to submit this bond measure to the votes. In order to continue moving the project forward, the City authorized the redesign of the project from a three-story new construction addition to a one-story addition, with a larger footprint. This redesign was intended to lower the cost to construct the project. The redesign was subsequently approved by the EDA and was approved through plan check.

With the redesign completed and all approvals obtained, the bid package for the redesigned project was released in early July with a due date of September 9, 2025, at 2:00PM. The City received four bids.

Since there was likely to still be a funding gap, the bid package separated out five additives/alternates (alternates). The bid instructions required bidders to submit a "base bid" and to bid the five alternates separately. The purpose of this was so that, depending on the lowest based bid price, the City might be able to add one or more of the five alternates (in order) up to the available funds. With City staff publicly opening the bids, the attached bid prices were recorded—see Attachment 2. They were recorded by base bid, and then, on each alternate, and it was live streamed of the Royal Theater Facebook page.

#### **DISCUSSION:**

Based on the price submitted by the lowest bidder, which was determined solely by the base bid, City staff originally intended to recommend awarding the contract to AMG Associates, Inc. ("AMG"). Additionally, because AMG's bid for alternate 1 was considerably lower than the other bids, staff included alternate 1 in the proposed award offer. However, after AMG reviewed their pricing for alternate 1, which was significantly lower than that of the other companies, they informed the staff that they had believed the cost of the equipment was not included in the scope of work. Following discussions with the design team, who confirmed that the equipment was specified in the plans, City staff notified AMG that the City would include alternate one in the award based on its pricing. AMG then submitted a letter to the City requesting to withdraw its bid (see Attachment 3).

City staff then contacted Pre Con Industries ("Pre Con"), as its base bid was the next lowest. (See Attachment 4). However, its bid for alternate 1 was significantly higher than AMG's, and as a result, the available funding was insufficient for the base bid and alternate 1. This led staff to initially consider limiting the award to Pre Con to just the base bid; however, limiting the award to the just the base bid would mean that the award should be given to AMG. This remained an option for the City, but Pre Con's bid for the base bid considered along with its bids on all five (5) alternates was the lowest overall bid for the project. This presented another option for the City, namely, to award Pre Con the contract for construction of the entire project (i.e., the base bid along and all five alternates).

Obviously, if the City does not currently have sufficient funds for Pre Con's base bid and its bid for alternate 1, there is not sufficient funding for Pre Con's bids for alternates 2-5 either; however, City staff discussed the option of awarding the entire project to Pre Con with the understanding that

funding might not be available for any or for only some of the alternates. Furthermore, the contract would provide that the construction related only to the base bid would be guaranteed, but if funding were to become available for one, some, or all of the alternates, Pre Con would be required to honor its bids. Pre Con confirmed its willingness to accept this arrangement.

For the purpose of showing the alternates, here they are Pre Con's bid prices:

Altern	ates (Pre Con Industries)	Price
1.	Existing building Audio Visual full build-out	\$762,000
2.	Exterior Front Plaza, Exterior Amphitheater, Exterior Stage, and perimeter walls.	\$142,000
3.	New Building Interior floor finishes, wall finishes, ceiling finishes, fixtures, interior doors, and mechanical equipment for Kitchen, Restrooms, Green Room, Classrooms, Lobby, and Concessions.	\$222,000
4.	New building Kitchen full build-out.	\$310,000
5.	New building Audio Visual full build-out.	\$128,000
		44 564 000

Total \$1,564,000

#### **Gap in Funding**

The following show there is a significant gap in funds needed to complete the project.

Base Bid	\$9,780,000
Alternates	\$1,564,000
Soft Costs Estimate (see Attachment 5)	\$2,100,000
Total Project Costs	\$13,444,000
Available Funds	\$10,490,000
Funding Needed to Complete the Whole Project	\$2,954,000

City staff is continuing its efforts to obtain additional funding, including plans to apply for California Historic Tax Credits again this year (and, if necessary, if future years) as well as possible other sources, including but not limited to, additional grants. Two other efforts staff is continuing to pursue are New Market Tax Credits (NMTC) and a capital campaign. Both of these will require direction and input from the City Council.

#### **New Market Tax Credit (NMTC)**

City staff have been working recently with a different tax consultant and tax attorney to determine if there was a way to include the funding opportunity into the project. Please see Attachment 6, which addresses the pros and cons of NMTC being included in this project.

The main issue is the need to include commercial space in the project. To do this the plaza and amphitheater would need to be replaced with a rentable commercial space (coffee shop as an example). The design team see numerous concerns. Please see AGD site plan with notes in Attachment 7. This was completed based on adding a building, which would have allowed the full

project to move forward and only need planning approvals for the new building. AGD did state that the commercial space was possible if it was incorporated into the new building, however that would require a redesign, meaning returning all the many approvals needed, EDA included.

Aberto Lemus, with Atwater Infrastructure has working with the City staff for some time now on a pro bono bases and will be available for questions.

Attachment 6 has been developed to summarize the value of this fund to the project and the conditions to be aware of.

Cost of Building C (2500sf)	\$ 1,400,000
CDFI Loan	\$ 650,000
Net NMTC Benefit (investment)	\$ 1,335,374
Total to the project	\$ 585,374

NMTC Financial Basic (Estimates)

Total Value to the Project \$ 727,374

The "pros" for NMTC are basically the approximately \$727,374 in additional funding for the project as well as the potential for the commercial building that would be constructed to contribute to the City's economic development efforts, which could enhance tax and other revenues. The "con" is, primarily, that the City would be taking on \$650,000 in debt that, theoretically, would be covered by rent payments for space in the commercial building, but if rents were insufficient, the City's general fund would need to make up the difference.

142,000

Given the various pros and cons of pursuing NMTC, staff is asking if the City Council is interested in taking a closer look at this possibility, and if so, would direct staff to prepare a more comprehensive report and presentation about this. Additional, Alberto Lemus has indicated he will be in attendance tonight should the Council members have questions directed towards him.

#### **Capital Campaign**

Alternate 2

With the City's authorization of a capital campaign and Guadalupe Community Action Coalition executing an MOU with the City to serve as its fiscal sponsor, the campaign has begun to organize. The goal for the campaign is to raise the full amount needed to construct the whole project.

Given that the Capital Campaign Committee was dissolved by the City Council, staff is seeking further direction from the Council about how to move forward with the campaign. Staff has previously recommended naming Project Manager Tom Brandeberry as the Capital Campaign Coordinator, and continues to make this recommendation, but the Council has not taken this action yet. Staff requests that the Council provide direction on this issue, including whether it is interested in appointing Mr. Brandeberry as the capital campaign coordinator or if the Council is interested in considering other possibilities for coordinating the campaign.

In the interim, the GCAC website has a developing webpage for the campaign with donation button, pictures, historic report, update project report, and old and recent news articles. More to come. Tom Brandeberry continues to work directly with foundations, which would be included in the Capital Campaign should there be success. It is also suggested that the Council should receive, with their request, a monthly progress reports on the campaign.

# **FISCAL IMPACT:**

With just the base bid of \$9,780,000, there is enough funding available to commence construction, although with the total available funding to date being \$10,490,000, there is only \$710,000 potentially available to cover the various "soft costs" for the project, and unless additional funding can be obtained either through NMTC possibilities, a capital campaign, or from other sources, the City's general fund may be impacted by having to cover some of these soft costs.

# **ATTACHMENTS**:

- 1. Resolution No. 2025-57
- 2. Construction Bids
- 3. AMG Associates Inc., Letter
- 4. Pre Con Industries Bid
- 5. Soft Costs
- 6. New Market Tax Credits Pros & Cons
- 7. New Market Tax Credits Site Plan
- 8. Construction Contract with Pre Con Industries

# **RESOLUTION NO. 2025-57**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE APPROVING AN AGREEMENT FOR CONTRACTOR SERVICES WITH PRE CON INDUSTRIES FOR THE GUADALUPE ROYAL THEATER **REVITALIZATION PROJECT**

WHEREAS, the City Council previously approved the Guadalupe Royal Theater Revitalization Project; and

WHEREAS, the City Engineer solicited and received bids for the Guadalupe Royal Theater Revitalization Project; and

WHEREAS, the low bidder, AMG and Associates, withdrew their bid after an error was found in their bid; and

WHEREAS, Pre Con Industries, Inc. was the second low bidder; and

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

- SECTION 1: The Agreement for Contractor Services with Pre Con Industries, Inc. is hereby approved.
- SECTION 2: The Mayor is hereby authorized to sign the agreement with Pre Con Industries, Inc., on behalf of the City.
- The City Clerk is hereby authorized to make minor changes herein to address clerical SECTION 3: errors so long as substantial conformance to the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

he

following vote:	t a regular meeting on the 14 <sup>th</sup> day of October 2025 by the
MOTION:	
AYES:	
NOES:	
ABSENT:	
ABSTAINED:	
being Resolution No. 2025-57, has been	Guadalupe, DO HEREBY CERTIFY that the foregoing Resolution, duly signed by the Mayor and attested by the City Clerk, all at a October 14, 2025, and that same was approved and adopted.
ATTEST:	
Judy Wilson, City Clerk	Ariston Julian, Mayor

APPROVED AS TO FORM:					
Philip F. Sinco, City Attorney					

# CITY OF GUADALUPE GUADALUPE ROYAL THEATRE REVITALIZATION PROJECT BID RESULTS

BAS	SE BID			AMG & Asso	ociates, Inc.	Pre Con I	ndustries	Quinco	n, Inc.	Gustav K	eoni dba
	BID ITEM & DESCRIPTION									Precision Constr	ruction Services
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
No.	ITEM	QUAN	UNIT	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
1	EXISTING THEATRE										
		1	LS	\$6,255,000.00	\$6,255,000.00	\$4,320,000.00	\$4,320,000.00	\$4,913,627.00	\$4,913,627.00	\$5,717,765.00	\$5,717,765.00
	NEW ADDITION (Includes all work except items outlined in the										
	alternatives below)	1	LS	\$2,000,000.00	\$2,000,000.00	\$3,700,000.00	\$3,700,000.00	\$3,804,305.00	\$3,804,305.00	\$3,018,189.00	\$3,018,189.00
	SITE WORK (Includes all work except items outlined in the										
	alternatives below)	1	LS	\$1,100,000.00	\$1,100,000.00	\$1,760,000.00	\$1,760,000.00	\$1,857,190.00	\$1,857,190.00	\$1,907,523.00	\$1,907,523.00
	BASE	BID TOTAL:			\$9,355,000.00		\$9,780,000.00		\$10,575,122.00		\$10,643,477.00

AD	DITIVE ALTERNATES  BID ITEM & DESCRIPTION			AMG & Asso	ciates, Inc.	Pre Con I	ndustries	Quincon, Inc.		Gustav Keoni dba Precision Construction Services	
	BID ITEM & DEGGINI TION			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL		TOTAL
l			l			_				UNIT	_
No.	ITEM	QUAN	UNIT	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
1	Included in Alternate 1: Existing building Audio Visual full build-										
	out.										
		1	LS	\$120,000.00	\$120,000.00	\$762,000.00	\$762,000.00	\$903,002.00	\$903,002.00	\$745,435.00	\$745,435.00
2	Included in Alternate 2: Exterior Front Plaza, Exterior										
	Amphitheater, Exterior Stage, and perimeter walls.										
		1	LS	\$700.000.00	\$700,000.00	\$142,000.00	\$142,000.00	\$209.046.00	\$209,046.00	\$133.013.00	\$133,013.00
3	Included in Alternate 3: New Building Interior floor finishes, wall	- '	1.5	\$700,000.00	\$700,000.00	φ142,000.00	\$142,000.00	\$209,040.00	\$209,040.00	φ133,013.00	φ133,013.00
	finishes, ceiling finishes, fixtures, interior doors, and mechanical										
	equipment for Kitchen, Restrooms, Green Room, Classrooms,										
	Lobby, and Concessions.										
	·	1	LS	\$2,100,000.00	\$2,100,000.00	\$222,000.00	\$222,000.00	\$750,986.00	\$750,986.00	\$677,289.00	\$677,289.00
4	Included in Alternate 4: New building Kitchen full build-out.										
		1	LS	\$600,000.00	\$600,000.00	\$310,000.00	\$310,000.00	\$187,940.00	\$187,940.00	\$246,258.00	\$246,258.00
5	Included in Alternate 5: New building Audio Visual full build-		<u> </u>		· · ·				· · · · ·		
	out.										
		1	LS	\$70,000.00	\$70,000.00	\$128,000.00	\$128,000.00	\$194,185.00	\$194,185.00	\$154,838.00	\$154,838.00
	ADDITIVE ALTERNA	TES TOTAL:			\$3,590,000.00	•	\$1,564,000.00	•	\$2,245,159.00	•	\$1,956,833.00

T: 661.25 1.7401

F: 661.251.7405



FROM THE DESK OF: ANTHONY R. TRAVERSO VICE-PRESIDENT

September 15, 2025

Jeffrey A. van den Eikhof, City Engineer City of Guadalupe 918 Obispo Street Guadalupe, CA 93434

RE: Guadalupe Royal Theater Revitalization Project - City Project No. 2023-05

Subject: Conditional Bid Withdrawal; AMG Acceptance of Base Bid Only

Dear Mr. van den Eikhof:

AMG & Associates, Inc. ("AMG") submitted its bid for the above-referenced project on September 9, 2025 at 2:00 p.m. We appreciate the City's notice of intent to award and understand the City is considering award of the Base Bid and Additive Alternate 1.

AMG hereby confirms that we are prepared to enter into the contract for the Base Bid work as submitted. However, our pricing and intent for Additive Alternate 1 were expressly limited to the audiovisual (AV) infrastructure/rough-in shown diagrammatically, not the furnishing and installation of AV equipment. This interpretation was based on the following conditions at bid time:

- No Division 27/AV technical specification sections were issued defining equipment, systems, or performance.
- Multiple AV sheets in the plan set are clearly marked "NOT FOR CONSTRUCTION," and several are titled as "Infrastructure Plan," indicating conduit/backbox/rough-in only (e.g., EAV and AV series).
- The specifications' Alternates section does not provide any written equipment scope for Alternate 1 beyond the title of the alternate (Exhibit A).

Accordingly, if it is the City's intent that award of Alternate 1 requires AMG to furnish and install the AV equipment and systems under the current bid documents, then AMG must respectfully request consent to withdraw its bid (or, in the alternative, withdrawal of Alternate 1 from consideration as undefined at bid time). This request is made under the "Relief of Bidders" provisions referenced in the Contract Documents and applicable Public Contract Code, given that the scope as now interpreted materially differs from the scope reasonably inferable at bid time and is not supported by issued, for-construction AV specifications and drawings.

If the City elects to award the Base Bid only, AMG stands ready to execute the contract immediately. Such an award remains in the City's best interest, as it preserves award to the lowest responsive Base Bidder. Awarding to the second (or third or fourth) bidder(s)—despite any differences in their Alternate



1 pricing—would still result in a higher cost for the City based on the Base Bid analysis and ultimately the added cost of the AV systems and equipment apparently intended under Alternate No. 01.

AMG is a cooperative partner. Should the City proceed with Base Bid award only at this time, we are willing to assist in developing the most appropriate path for the future procurement of the AV scope once final, for-construction AV documents and specifications are issued and the scope is further defined. Additionally, AMG is more than willing to work with the City post award on any of the other bid alternates you may wish to include in the future, including value engineering, refinement of scope, or other purchasing options outside of AMG that may benefit the City. We are committed to working collaboratively to achieve the City's goals while protecting the fairness of the competitive bid process.

Please let me know how you wish to proceed. We value the opportunity to work with the City of Guadalupe on this important project.

Sincerely,

Anthony R. Traverso Date: 2025.09.15 16:57:15-07'00'

Anthony R. Traverso Executive Vice President – AMG & Associates, Inc. tony@amgassociatesinc.com | 661-435-3808

CC: Tom Brandeberry, Royal Theatre Project Manager

Albert M. Giacomazzi, AMG President

File: Bid 3846

# **EXHIBIT A**

# Alternates — Section 01 2300

# Guadalupe Royal Theater Revitalization Project

City of Guadalupe, California

City Project No. 2023-05

Bid Submitted: September 9, 2025 at 2:00 PM PT

Prepared For: City of Guadalupe
Prepared By: AMG & Associates, Inc.
Exhibit Date: September 15, 2025

This exhibit reproduces the Alternates specification (Section 01 2300) from the bid documents.

#### SECTION 01 2300 - ALTERNATES

## PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

# 1.2 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

- 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
- 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

## 1.3 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

- 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

# **PART 3 - EXECUTION**

# 3.1 SCHEDULE OF ALTERNATES

A. Alternate No. < Insert number >: < Insert title of alternate >.

ALTERNATES 01 2300 - 20

- 1. Base Bid: <Insert brief description of base-bid requirement> [as indicated on Drawing <Insert title of Drawing>] [and] [as specified in Section <Insert Section number> "<Insert Section title>."]
- 2. Alternate: <Insert brief description of alternate requirement > [as indicated on Drawing <Insert title of Drawing >] [and] [as specified in Section <Insert Section number > "<Insert Section title >."]

END OF SECTION 01 2300

ALTERNATES 01 2300 - 21

# **PROPOSAL**

TO

# THE CITY OF GUADALUPE

#### **FOR**

# **Guadalupe Royal Theatre Revitalization Project**

# **CITY PROJECT NO. 2023-05**

NAME OF BIDDER Pre Con Industries, Inc.

**BUSINESS P.O. BOX 5728** 

CITY, STATE, ZIP Santa Maria, CA 93456

**BUSINESS STREET ADDRESS 725 Oak Street** 

CITY, STATE, ZIP Santa Maria, CA 93454

TELEPHONE NO.: 805-345-3147

FAX NO.: 805-345-3148

EMAIL ADDRESS: estimating@preconindustries.com

LICENSE NUMBERS AND TYPE: 809679 B, C-9

**DIR NUMBER: 1000011236** 

The work for which this Proposal is submitted is for construction in accordance with the Special Provisions (including the payment of not less than the greater of State General Prevailing Wage Rates or the Federal minimum wage rates or Federal Prevailing Wage), the Plans described below, including any addenda thereto, the contract annexed hereto, and also in insofar as the same may apply, specifications which may be referred to in the Special Provisions or project plans, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished.

The Technical Specifications for the work to be done are entitled:

# **CITY OF GUADALUPE, CALIFORNIA:**

#### **Guadalupe Royal Theatre Revitalization Project**

The Bidder's attention is directed to Section 2, "Proposal Requirements and Conditions," of the Contract Documents.

The undersigned as Bidder declares that they has carefully examined the location of the proposed work above described, read and examined the Contract Documents, and Addendum/Addenda (List Addenda Received: \_\_\_\_, \_\_\_\_, \_\_\_\_) therefore, read the Notice to Contractors, the Proposal Requirements, including the federal Economic Development Administration (EDA) requirements, and hereby proposes and agrees, if this Proposal is accepted by the City, to furnish all materials and services required to do all the work required to complete the said construction in accordance with the Contract Documents in the time stated herein, for the unit prices given below:

Acknowledgement of RFIs 1-14

# **BASE BID SCHEDULE**

ITEM NO.	·		UNIT OF MEASURE	PAYMENT REFERENCE	UNIT PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)			
BASE	BASE BID								
1	EXISTING THEATRE	1	LS	Net 30	\$4,320,000.00	84,320,000.00			
2	NEW ADDITION (Includes all work except items outlined in the alternatives below)	1	LS	Net 30	*3,700,000.00	# 3,700,000.00			
3	SITE WORK (Includes all work except items outlined in the alternatives below)	1	LS	Net 30	91,760,000.00	#1,760,000.00			

TOTAL BASE BID IN WORDS:

2ep Lentz

Nine million Seven Mudred eighty thousand and 00/190 \$ 9,780,000.00

Total Base Bid Amount shall be shown in both words and figures.

# **BID ADDITIVES ALTERNATES SCHEDULE**

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	PAYMENT REFERENCE	UNIT PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)
ADDI	TIVES ALTERNATES					
1	Included in Additive Alternate 1: Existing building Audio Visual full build-out.	1	LS	Net 30	\$762,000.00	#762,000.00
2	Included in Additive Alternate 2: Exterior Front Plaza, Exterior Amphitheater, Exterior Stage, and perimeter walls. Included in Base Bid: Paver pathway from sidewalk to building, stormwater piping, and utilities.	1	LS	Net 30	\$142,000.00	#142,000.00
3	Included in Additive Alternate 3:  New Building Interior floor finishes, wall finishes, ceiling finishes, fixtures, interior doors, and mechanical equipment for Kitchen, Restrooms, Green Room, Classrooms, Lobby, and Concessions.  Included in Base Bid: Interior walls, electrical, plumbing, and fire suppression rough in. Building exterior wall assemblies, exterior doors, and windows. Scene Dock and associated wall assemblies, Scene Dock roof assembly, mechanical, plumbing, electrical, and fire suppression full build-out	1	LS	Net 30	\$222,000.00	\$2 <b>1</b> 2,000.00
4	Included in Additive Alternate 4: New building Kitchen full build-out. Included in Base Bid: Kitchen electrical and plumbing rough-in.	1	LS	Ner 30	1310,000.00	\$310,000.00
5	Included in Additive Alternate 5: New building Audio Visual full build-out.	1	LS	Net 30	\$128,000.00	N128,000.00

The award of the contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Bids will be compared by the Total Mathematical Bid as determined by the City Engineer (or their designee). The Total Mathematical Bid is the summation of all required bid items. Bid items are calculated by multiplying the Engineer's Estimate quantities by the unit bid prices. In the case of a discrepancy between the Total Mathematical Bid and the total bid written above, the Total Mathematical Bid shall govern. Bid award is based on the Base Bid Schedule.

The Bid Additives Alternates must be filled out to be responsive. The City reserves the right to add any or all Bid Additives Alternates. As the budget allows, the Bid Additives Alternates will be added to the contract in order from Item No. 1 to Item No. 5.

The bidder to whom the contract is awarded agrees to enter into a contract with the City of Guadalupe, within fifteen (15) days after the date of Notice of Award, and to commence work within ten (10) working days, after the date of the Notice to Proceed, and to diligently prosecute the work to completion within the Time of Contract shown on the cover of the Project Manual.

The undersigned understands and agrees that the City of Guadalupe will not be responsible for any errors or omissions on the part of the undersigned in preparing and submitting this Proposal.

Signature

President

Title

# FOR

# **Guadalupe Royal Theatre Revitalization Project**

Pursuant to Section 4100 of the Public Contracts Code and section 2-1.10 of the standard specifications, the Bidder is required to furnish the following information for each Subcontractor performing more than 1/2 percent (0.5%) of the total base bid. Do not list alternative subcontractors for the same work. Subcontracting must not total more than fifty percent (50%) of the submitted bid except as allowed in the standard specifications.

Subcontractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to be listed.

NOTE: If there are no subcontractors, write "NONE" and submit with bid.

Name Under Which Subcontractor is Licensed	License Number / DIR Number	Address and Phone Number of Office, Mill or Shop	Specific Description of Subcontract	% of Total Base Bid
MEC Environmental, Inc.	682343	PO Box 278	Abatement	1.3%
	1000001548	Edwards AFB, CA 93523	Demolition	
		800-233-1772		
Xpress Technical Services, Inc		4901 Warehouse Way	Marquee Signage	1.8%
dba IEC Services	1000583881	Sacramento, CA 95826		
(AlphaArchitectural Signs & Lighting)		916-379-0225		
Garibay Concrete	1027475 1000685920	PO Box 5356	Concrete	8.67.
Company	1000003920	Santa Maria, CA 93456		
		805-478-5459		
KMA Masonry, Inc.	605570 1000654720	PO Box 5263	Masonry	1.2%
	1000654720	Paso Robles, CA 93446		
Central Coast Welding	979217 1000049107	PO Box 684	Structural Steel	7.7%
		San Luis Obispo, CA		
		805-545-9353		

NOTE: This form may be reproduced and attached behind this page to list more subcontractors.

# FOR

# **Guadalupe Royal Theatre Revitalization Project**

Pursuant to Section 4100 of the Public Contracts Code and section 2-1.10 of the standard specifications, the Bidder is required to furnish the following information for each Subcontractor performing more than 1/2 percent (0.5%) of the total base bid. Do not list alternative subcontractors for the same work. Subcontracting must not total more than fifty percent (50%) of the submitted bid except as allowed in the standard specifications.

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NOTE: If there are no subcontractors, write "NONE" and submit with bid.

Name Under Which Subcontractor is Licensed	License Number / DIR Number	Address and Phone Number of Office, Mill or Shop	Specific Description of Subcontract	% of Total Base Bid
Gemini Framing	421657	2170 Blythe Place	Rough Carpentry	4.1%
	1000040782	Cambria, CA 93428		
×		805-431-0758	^	
		<u> </u>	Casework/ Cabinets	<u>- 34</u>
Tunnel Roofing Co., Inc.	245912 1000010594	PO Box 369  Santa Maria, CA 93456  805-925-2862	Roofing	4.0%
Valley Glass & Mirror	438370	2379 Thompson Way	Glazed Aluminum	0.6%
9 <del></del>	1000001643	Santa Maria, CA 93455	Curtain Walls	
		805-925-6935		
Patch Adams Plastering,	883541	896 Dahlia Place	Plaster	1.6%
Inc.	1000613592	Santa Maria, CA 93455		
1		805-478-3894		

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# **FOR**

# **Guadalupe Royal Theatre Revitalization Project**

Pursuant to Section 4100 of the Public Contracts Code and section 2-1.10 of the standard specifications, the Bidder is required to furnish the following information for each Subcontractor performing more than 1/2 percent (0.5%) of the total base bid. Do not list alternative subcontractors for the same work. Subcontracting must not total more than fifty percent (50%) of the submitted bid except as allowed in the standard specifications.

Subcontractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to be listed.

NOTE: If there are no subcontractors, write "NONE" and submit with bid.

Name Under Which Subcontractor is Licensed	License Number / DIR Number	Address and Phone Number of Office, Mill or Shop	Specific Description of Subcontract	% of Total Base Bid
Floor Connection	665417 1000002267	141 Brisco Road	Ceramic Tile	1.1%
	1000002267	Arroyo Grande, CA 93420		
		805481-2761		
Arrow Lift	995486	101 Sunnyside Ave.	Vertical Lift Platform	0.6%
	1000027813	Clovis, CA 93611		
		888-815-4387		
Jana D Steel Fabrication	1051532 1000064889	Po Box 5487 Santu Mana CA 93454 805-928-9674	Structural steel, Metal Fabrications	5.27.
Alpha Fire Unlimited	761360 1000055049	650 Sweeney Lane	Fire Sprinkler	0.6%
	1000055049	San Luis Obispo, CA 93401		
		805-541-2324		
Koehler Plumbing, Inc.	861363	201 S. Oakley Ave	Plumbing	3.8%
	1000001562	Santa Maria, CA 93458		
		805-347-9944		

# **FOR**

# **Guadalupe Royal Theatre Revitalization Project**

Pursuant to Section 4100 of the Public Contracts Code and section 2-1.10 of the standard specifications, the Bidder is required to furnish the following information for each Subcontractor performing more than 1/2 percent (0.5%) of the total base bid. Do not list alternative subcontractors for the same work. Subcontracting must not total more than fifty percent (50%) of the submitted bid except as allowed in the standard specifications.

Subcontractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to be listed.

NOTE: If there are no subcontractors, write "NONE" and submit with bid.

License Number / DIR Number	Address and Phone Number of Office, Mill or Shop	Specific Description of Subcontract	Total Base Bid
738011	20 Box 2726 Orcutt, CA 93457	HVAC	7.7%
931325		Electrical/Low Voltage	8.21
740160 1000008880	PO Box 1677 Nipomo, CA 93444 805-343-6897	Earthwork Site Utilities	6.4%
1001215 1000060161	PO Box 6729 Los Osos, CA 93422 805-540-1359	Landscape/ Irrigation	1.1%
462114 1000001242	901 Sumner St.  Bakersfield, CA 93305	Food Service Equipment	1.2%
	738011 1000001501 931325 1000427827 740160 1000008880 1001215 1000060161	License Number / DIR Number of Office, Mill or Shop  738011 700001901  PO Box 2720  Oroutt, CA 93457  805-928-5486  17960 Sierra Huy  Canyon County, CA  661- 251- 2560  PO Box 1677  Nipomo, CA 93444  805-343-6897  PO Box 6729  Los Osos, CA 93422  805-540-1359  901 Sumner St.	Number of Office, Mill or Shop   Specific Description of Subcontract

NOTE: This form may be reproduced and attached behind this page to list more subcontractors.

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# FOR

# **Guadalupe Royal Theatre Revitalization Project**

Pursuant to Section 4100 of the Public Contracts Code and section 2-1.10 of the standard specifications, the Bidder is required to furnish the following information for each Subcontractor performing more than 1/2 percent (0.5%) of the total base bid. Do not list alternative subcontractors for the same work. Subcontracting must not total more than fifty percent (50%) of the submitted bid except as allowed in the standard specifications.

Subcontractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to be listed.

NOTE: If there are no subcontractors, write "NONE" and submit with bid.

	Name Under Which Subcontractor is Licensed	License Number / DIR Number	Address and Phone Number of Office, Mill or Shop	Specific Description of Subcontract	Total Base Bid
	Bill Gaines Audio, Inc.	1024473	840 Capitolio Way, Unit A	Audio/Visual	7.8%
		1000047757	San Luis Obispo, CA 93401		
			805-545-8366		
A	Southcoast Acoustical	1000377799	44980 Hilton Drive	Acoustical Ceilings	5.4%
	Interiors		Fontana, CA 92336 909-428-2600		
	Smith MEP	<u>420418</u>	1340 W. Betteraya Santa Maria, CA	HVAC	7.57
		1000007701	805-621-5000		
	Ceiling Experts	917629	1340 Main Are Sacraments CA	Acoustical	4.81.
		1000006305	Sacrament, CA	Ceilings	
		G	916-527,8007		
			OH		
		1			

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# **PUBLIC CONTRACT CODE**

# **Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_X\_\_been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## **Public Contract Code Section 10162 Questionnaire**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_ No \_X

If the answer is yes, explain the circumstances in the following space.

N/A

# **PUBLIC CONTRACT CODE 10232 STATEMENT**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

# **NONCOLLUSION DECLARATION**

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

## To the CITY of GUADALUPE

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute the signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

# CONTRACTOR'S LICENSING STATEMENT

I declare under penalty of perj Executed in the City of Guadal	jury under the laws of the State of Calif lupe this day ofSeptember_	fornia that the following is true and correct _, 20 <u>25</u>
The undersigned is licensed in the Contractors, 1) License No. 2) License No.	accordance with the laws of the State of 809679 , Expiration Date	of California providing for the registration of n Date 06/30/2026
Business Name (DBA): Premi	er Drywall	<u> </u>
Owner/Legal Name: Pre Con	Industries, Inc.	
Indicate One: □ Sole-propriet	tor □ Partnership ጃ Corporation	
List Partners/Corporate Officer	rs: John Amburgey	President
	Name	Title
	James Amburgey	Vice President
	Name	Title
	Scott Baker	Treasurer/General Council
	Name	Title
	Name	Title
Business Address:	725 Oak Street	
City, State, ZIP Code	Santa Maria, CA 93454	
Mailing Address:	725 Oak Street	and the second second
City, State, ZIP Code	Santa Maria, CA 93454	
Phone Number:	805-345-3147	
Fax Number:	805-345-3148	
Email Address:	estimating@preconindustries.com	
DIR Number:	1000011236	
Signature of Bidder	John Amburgey, President	
	(Print Name and Title of Bidde	er)

# **WORKERS' COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Section 1861:

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this Contract.

919123	Pre Con Industries, Inc.	
Date)	(Contractor)	
	BY: OQO	
	(Signature)	
	By: John Amburgey, President	Lesz
	(Title)	
	Attest:	
	By: Att (Signature)	
	By: Scott Baker, Treasurer/General Counsel	

clalar

(Title)

## BIDDER'S BOND

We, as Principal, and as Surety are bound unto the City of Guadalupe, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

As a federally funded project, bidders shall use this link for a list of acceptable surety bond companies: https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for the GUADALUPE ROYAL THEATRE REVITALIZATION PROJECT

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

on Industries, Inc

Dated: August 22nd . 20 25

CREO

Nationwide Mutual Insurance Company Surety

Jodie Lee Doner Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California City/County of

\*Please see notary acknowledgment attached

Principal

On this day of in the year 2025 before me, personally appeared Attorney-in-fact, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of , and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT "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 Ventura County of on 8-22-25 before me, Emmanuel Brizuela, Notary Public, personally appeared Jodie Lee Doner 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. EMMANUEL BRIZUELA otary Public - California Ventura County mmission # 2496599 Comm. Expires Aug 3, 2023 Signature of Notary Public **OPTIONAL** Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER **DESCRIPTION OF ATTACHED DOCUMENT □INDIVIDUAL** □CORPORATE OFFICER TITLES(S) TITLE OR TYPE OF DOCUMENT LIMITED □PARTNERS ☐GENERAL NUMBER OF PAGES **⊠**ATTORNEY-IN-FACT ☐TRUSTEE(S) ☐GUARDIAN/CONSERVATOR DATE OF DOCUMENT

# SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

#### KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

# AARON FOSBURG; EMMANUEL BRIZUELA; JODIE LEE DONER; KEVIN P REED;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

## UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

# **ACKNOWLEDGMENT**

# STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda Notary Public, State of New York No. 01LA6427697 Qualified in Kings County Commission Expires January 3, 2026

Notary Public
My Commission Expires

#### CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 22nd day of August 2025 .

Assistant Secretary

# **Contract Obligation/Spending to Date**

	Contract Spending								
<u>Name</u>	Ar	<u>mount</u>	to Date	Comments					
				Multiple Amendments. This amount is the					
AGD	\$	744,735.00	С	total of all combined.					
Bond Consultants	\$	15,000.00	С						
Chattel	\$	25,500.00		Historic Architect					
	•	-,		Construction Management (price is being					
Flippin	\$	745,497.00	С	negotiated down).					
				Estimating services: original price plus					
Precision Construction				addition for project redesign. \$15,900 +					
Services	\$	29,800.00	С	\$13,900					
Labor Consultant of									
California	\$	24,300.00	С	Prevailing wage services					
Insight	\$	4,040.00	С	Mold & Asbestos Testing					
Furger Surveyors	\$	4,400.00	С	Lot Merger					
				Tax Attorney (it is unclear if this amount is a					
Bocarsley, Endem & Cowan	\$	30,000.00	С	not to exceed amount)					
				Project Manager (this in the direct contract					
				with the City and the small payment to					
Tom Brandeberry	\$	300,000.00	С	LADG).					
Wishneff	\$	10,000.00	С	Tax Credit Consultants					
GEPermit	\$	2,750.00	С	NEPA Clearence work					
Leibold McClendon &									
Mann	\$	15,640.50	S	Attorney (To Date)					
Mark Green	\$	6,420.00	S	Plan Check					
PG&E	\$	36,347.35	S	Electrical Pannel Design					
Provence Group	\$	3,250.00	С	Historic Reports/Application					
Townsend	\$	15,000.00	С	EDA Application					
Eikhof	\$	6,270.00	S	City Engineer (To Date)					
Philip Sinco	\$	18,934.50	S	City Attorney (To Date)					
JAS	\$	3,076.25	S	Plan Check					
Buena Resources	\$	2,529.00	С	Phase 1 environmental					
				County, Publications, Survey, Hazard (t0					
Miscellaneous/Contingency	\$	5,000.00	S	Date)					

\$ 2,048,489.60

# Note:

- 1. Where the information is "C" the amount is the total contract, not expenditures to date.
- 2. Where the information is S, these services do not have contracts and/or a maximum contract amount.
- 3. The Finance Department (FD) has not completed their reconciliation process, so the amounts that are amounts to date (S), are based on the Project Manager's records.
- 4. The Miscellaneous/Contingency line item is purely a guess.

# The Use of NMTC in the Royal Theatre Renovation Project Details

The following are the key points for the City Council's consideration regarding the decision to include New Market Tax Credits (NMC) in the financing of the Royal Theatre Renovation Project.

City Staff have been recently working with the NMC Consultant mentioned below, who has provided some of the details. He has also completed all the consulting work to date on a pro bono basis. A retainer has been submitted and will need to be signed should the City Council determine that NMTC should be added to the project funding.

Alberto Lemus
Managing Partner
Atwater Infrastructure
626-253-2328
jalemus@atwaterinfrastructure.com

The subject matter, below, is in no order of importance.

- 1. The present use of the Royal Theatre, a performing art center, is not of interest to NMTC investors. Presently, NMTC investors are wanting to support projects, as follows:
  - a) Commercial and industrial developments.
  - b) Community facilities (e.g., healthcare centers, schools).
  - c) Operating businesses.
  - d) Mixed-use developments.

This will require a redesign and reuse of the project to accommodate the activities mentioned above. The operating business is the most likely option (C), and the only areas available for redesign are the plaza and amphitheater, or the additive/alternate three. The project financials below indicate that the project would gain approximately \$600,000. However, please note that the project will also need to pay off a \$650,000 debt loan.<sup>1</sup>

# **Project Financial**

Total to the project	\$ 585,374 <sup>2</sup>
Net NMTC Benefit (investment)	\$ 1,335,374
CDFI Loan	\$ 650,000
Cost of Building C (2500sf)	\$ 1,400,000

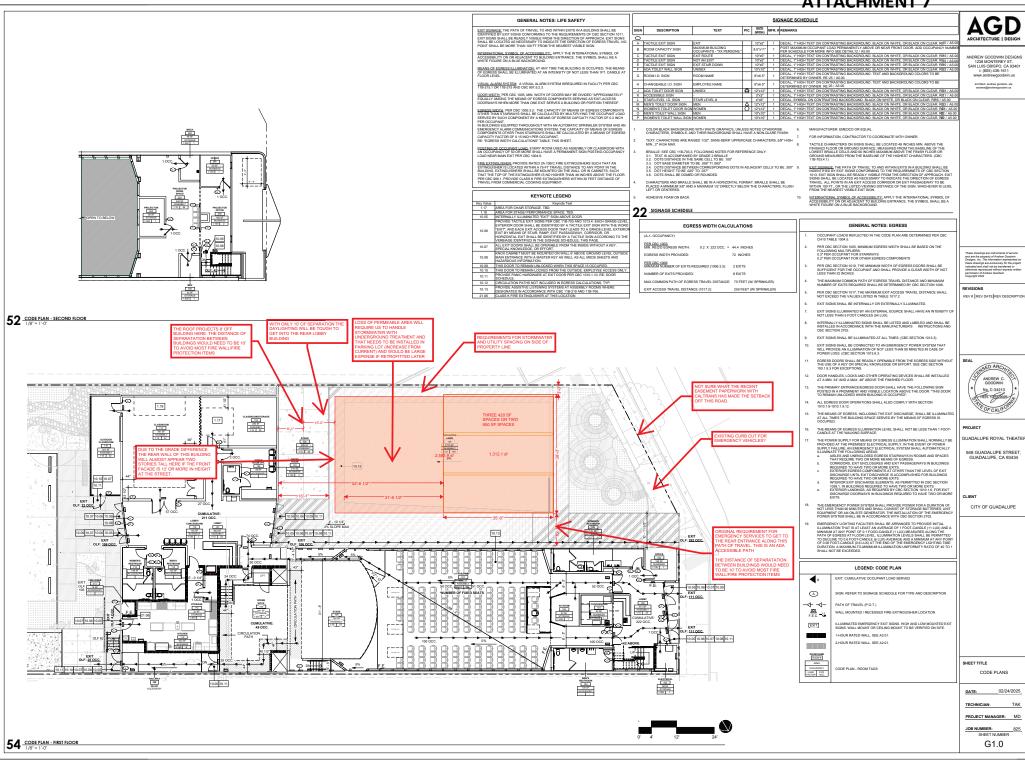
<sup>&</sup>lt;sup>1</sup> NMTC-financed loans provide borrowers with financing at below market interest rates and often include non-traditional features unavailable through conventional financing.

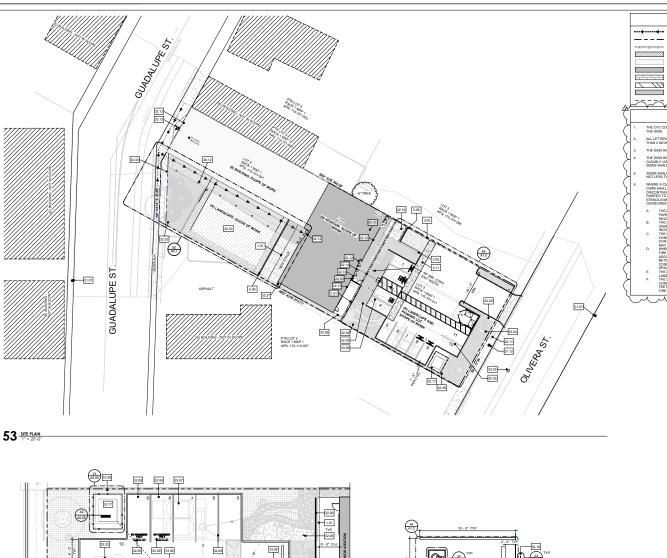
<sup>&</sup>lt;sup>2</sup> While the table shows the cost of the new, 2,500 sf building, it does not show the saving of removing additive/alternate three, the amphitheater. Depending on which bid is accepted by the City Council that saving can be \$140,000 or \$700,000.

# The Use of NMTC in the Royal Theatre Renovation Project Details

- 2. The City's nonprofit, Guadalupe Community Action Coalition (GCAC), must take ownership of the Royal Théâtre property under a 65-year lease due to the need for "ownership." The City will still retain ownership of the buildings, and the EDA will maintain a recorded mortgage on the property.
- 3. The project architect, Andrew Goodwin (AGD), has indicated that a 2,500 square foot building cannot be placed where the amphitheater is currently planned. Or anywhere on the property for several reasons. Since the consultant believes its possible, the issue would need to be confirmed one way of the other to move forward. It should be noted that the above financial numbers are based on a 2,500sf commercial building, along with the parking lot and the tenant improvement in the new building for NMTC investor to be able to invest in the numbers above.
- 4. The value of a commercial 2,500 sf building replacing the amphitheater is the lease payments could cover the \$650,000 loan payments. Note: one loan term includes the first 24 months being interest only payments, which could allow the theater operator to build up a reverse for future payment when the building loses the tenant.
- 5. A few staff are concerned that there are too many commercial buildings already in the downtown that are vacant or undeveloped, and it is unclear how this commercial space could help.
- 6. Under this organization structure NMTC going to a nonprofit, the EDA has in theory agreed that the EDA would be able to approve this funding. The devil is, however, in the details.

# **ATTACHMENT 7**





32.10 32.08

ADA 32.10 VAN

32.16

33.10

32.34 32.35

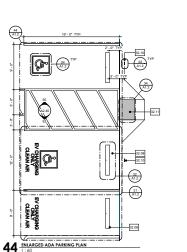
3.11

3.05

21.12

32 30 32 22

54 ENLARGED PARKING PLAN



ACCESSIBLE PATH OF TRAVEL (P.O.T.) TO MAIN ENTRANCE PROPERTY LINE ENCE EXISTING BUILDING TO REMAIN- SCOPE OF WOR NEW BUILDING- SCOPE OF WORK (N) PAVERS PER LANDSCAPE PLAN N) GRASS AREA PER LANDSCAPE PLAN

#### FIRE LANE NOTES

THE CVC CODE 22500.1 (CVC 22500.1) MUST BE IMPRINTED ON THE BOTTOM OF THE SIGN.

THE SIGN SHALL BE NO SMALLER THAN 12 INCHES WIDE BY 18 INCHES HIGH THE SIGN SHALL BE SECURELY MOUNTED FACING THE DIRECTION OF TRAVEL. CLEARLY VISIBLE TO ONCOMING TRAFFIC ENTERING THE DESIGNATED AREA SIGNS SHALL BE OF DURABLE MATERIAL.

SIGNS SHALL BE INSTALLED AT ALL DRIVEWAY ENTRANCES AND AT INTERVALS ON NOT LESS THAN 100 FEET ALONG ALL DESIGNATED FIRE LANES.

WHERE A CURB EXISTS ADJACENT TO A FIRE LANE, THE TOP AND FACE OF THE CURB SHALL BE PAINTED WITH RED TRAFFIC PAINT. WHERE THE CURB IS DISCONTINUED, A RED STRIVE AND STENCIL AS DECORDED BECOM SHALL BE PROBLED TO SEPONE THE PRILE LANE. BEG OF CURBS, RED STRIVES AND WHITE SHALL BE THE MANTANTED IN GOOD CONSTRUCTION AND FOLLOW THESE GUIDELINES.

PARKING FIRE LANE'N WHITE BLOCK LETHERS A MINIMUS OF A WARL AND HEIGHT.
THE STENCH LIMITS BE PAINTED ON THE FACE OF THE CURB. EXCEPTION:
LIMITED CRICKIMSTANCES WHERE THE CURB HEIGHT IS LESS THAN A HINCHES THE STENCH MAY APPEAR ON THE TOP OF THE CURB.
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APPROACH
THE FOLLOWING STEPS WILL HELP REDUCE STORM WATER POLLUTION FROM
CONCRETE WASTES:
- STORE DRY AND WET MATERIALS UNDER COVER, AWAY FROM DRAINAGE AREAS

- AVOID MIXING EXCESS AMOUNTS OF FRESH CONCRETE OR CEMENT ON-SITE.

- PERFORM WASHOUT OF CONCRETE TRUCKS OFF SITE OR IN DESIGNATED AREAS ONLY.

- DO NOT WASH OUT CONCRETE TRUCKS INTO STORM DRAINS, OPEN DITCHES, STREETS, OR STREAMS.

- DO NOT ALLOW EXCESS CONCRETE TO BE DUMPED ON-SITE, EXCEPT IN DESIGNATED AREAS.

- FOR ON-SITE WASHOUT:

- LOCATE WASHOUT AREA AT LEAST FIFTY FEET (50') FROM: FROM THIS AREA BY CONSTRUCTING A TEMPORARY PIT OF LARGE ENOUGH FOR LIQUID AND SOLID WASTE.

- WHEN WASHING CONCRETE TO REMOVE FINE PARTICLES AND EXPOSE THE AGGREGATE, AVOID CREATING RUNOFF BY DRAINING THE WATER TO THE BERMED OR LEVEL AREA.

EXTERIOR FINISHED PER EXTERIOR ELEVATIONS

SEE SHEETS A5:30 AND A5:31 FOR ASSEMBLY DETAILS.

#### GENERAL NOTES: SITE PLAN

HERE IN IS FOR INFORMATION PURPOSES ONLY, UTILITIES SHOWN IN PLAN VIEW
MAY NOT BE SHOWN IN PROFILE. IT SHALL BE THE RESPONSIBLILTY OF THE

ALL UTILITY COMPANIES MUST BE INFORMED PRIOR TO CONSTRUCTION.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF WIND EROSIS AND DUST WITHIN THE AREAS OF OPERATION. METHOD OF CONTROL SHALL BE SELECTED BY THE CONTRACTOR BUT SHALL SATISFY REQUIREMENTS.

ACCESS AISLES SHALL BE MARKED WITH A BLUE PAINTED BORDERLINE AROUND THEIR PERIMETER. THE AREA WITHIN THE BLUE BORDERLINES SHALL BE MARKED WITH HATCHED LINES A MAXIMUM OF 38 INCHES ON CENTER IN A COUNTRY CONTRY OF THE AISLE SURFACE, PREFERABLY BLUE OR WHITE. THE WORDS 'NO PARKNOW' SHALL BE WINNED ON HE SURFACE WITHINE TO HE WORDS 'NO PARKNOW' SHALL BE WINNED ON HE SURFACE WITHINE TO HE WORDS 'NO PARKNOW' SHALL BE WINNED ON HE SURFACE WITHINE TO HE WORDS 'NO PARKNOW' SHALL BE WINNED ON HE SURFACE WITHINE TO ME.

PROVIDE A 2% SLOPE AWAYS FROM THE PROPOS FIVE FEET.

PER CBC 502.1 NEW ADDRESS IDENTIFICATION NUMBERS SHALL BE DISPLAYED IN A LOCATION PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ACCESS DRIVE

KEYNOTE LEGEND

**AGD** 

ANDREW GOODWIN DESIGNS 1238 MONTEREY ST. SAN LUIS OBISPO, CA 93401 b: (805) 439-1611 www.andrewgoodwin.us

#### REVISIONS REV # REV DATE REV DESCRIPT

3 04/15/2025 FIRE DEPT PC1

No. C-34213 HEN. 10(3)202 FOF CALIF

PO IECT

SHADALLIPE BOYAL THEATER

48 GUADALUPE STREET

CITY OF GUADALUPE

1.01		
	ROOF LINE ABOVE.	П
3.04	CAST-IN-PLACE CONCRETE STAIR W/36"H. RAILING AND 42" H. GUARDRAIL.	П
3.05	RETAINING WALL PER STRUC.	П
3.11	CONCRETE GUTTER PER CIVIL.	П
5.06	SW SLOT DRAIN PER CIVIL.	П
21.07	(E) FIRE HYDRANT TO REMAIN.	П
21.12	NEW FIRE HYDRANT PER CIVIL PLANS.	П
22.03	GAS METER LOCATION, RE: PLUMBING PLANS & CIVIL PLANS.	П
22.11	WATER METER, RE: PLUMBING PLANS & CIVIL PLANS.	П
22.13	SS POC PER CIVIL AND PLUMBING.	П
22.15	FIRE WATER SERVICE POC PER CIVIL AND PLUMBING.	П
26.05	LOCATION OF ELECTRICAL MAIN SWITCHBOARD "MSB". SEE ELECTRICAL.	П
26.12	BOLLARD LIGHT PATH. RE: ELEC DRAWINGS.	П
32.01	SLOPED GRASS LAWN FOR GATHERING/AUDIENCE SEATING, RE: LANDSCAPE DRAWINGS.	
32.03	NEW LANDSCAPING. RE: LANDSCAPE DRAWINGS.	П
32.03		П
	NEW CHAIN LINK FENCE TRASH ENCLOSURE. RE: A5.06.	ŀ
32.05	BIKE RACK BOLLARD. RE: LANDSCAPE PLANS.	ı
32.06	NEW PARKING STRIPING.	П
32.07	NEW PARKING STRIPING AND PAVING WITH SPACE FOR VAN ACCESSIBILITY.	ı
32.08	NEW ELECTRIC VEHICLE CHARGING SPACES STUB OUTS CAPABLE OF	ı
	SUPPORTING FUTURE LEVEL 2 EVSE PER ELECTRICAL.	ı
32.09	CLEAN AIR VEHICLE PARKING SPACE PER 2022 CEC TIER 1: 35% DESIGNATED.	П
32.10	PROVIDE POLE AND MOUNT ADA ACCESSIBLE VEHICLE PARKING SIGN PER DETAIL 24/A1.2.	
32.11	INSTALL DETECTABLE WARNING SURFACE AT EDGE OF SIDEWALK WITH A MINIMUM 36" DEEP BY FULL LENGTH OF SIDEWALK. RE: 34/A1.2	
32.12	PROVIDE ADA ACCESSIBLE ENTRANCE SIGN AT PUBLIC ENTRY DOOR PER CODE. RE: G1.0.	
32.13	KNOX CABINET MODEL #1302 MUST BE MOUNTED ON WALL 6' ABOVE GROUND LEVEL OUTSIDE MAIN ENTRANCE WITH A MASTER KEY AND ALL MSHS SHEETS AND HAZARDOUS INFORMATION. VERIFY EXISTING OR REPLACE AS NEEDED.	
32.14	INSTALL ADDRESS NUMBERS AT A MINIMUM OF 12 INCHES HIGH WITH A STROKE OF 3 INCHES MINIMUM.	
32.16	NEW LOADING DOCK WITH DRAIN AT BASE. SLOPE PER CIVIL. RE: CIVIL DRAWINGS.	
32.17	NEW ELECTRIC TRANSFORMER ON PAD PER ELECTRICAL.	П
32.22	PROVIDE FIRE LANE STRIPING PER CVC 22500.1.	П
32.23	PROVIDE FIRE LANE, NO PARKING SIGN PER CVC 22500.1, SEE GENERAL NOTES. RE: 31/A1.2.	
32.26	NEW LINK AND LOCK SELF-SUPPORTED FENCE. RE: 14, 15, & 25 ON SHEET A5.02.	П
32.27	PLASTER SITE WALL WITH DRAINAGE SLOT, RE: 23/A5.06 AND CIVIL DRAWINGS.	П
32.28	SITE BOLLARDS. RE: 42/A5.05 FOR DETAIL AND 23/A5.05 FOR ARRANGEMENT AND CLEARANCE REQUIREMENTS.	
32.29	DOUBLE DETECTOR CHECK VALVE PER CIVIL.	П
32.30	PROVIDE POLE AND MOUNT UNAUTHORIZED VEHICLE PARKING SIGN PER DETAIL 24/A12.	
32.32	SEWER LIFT STATION AND CONTROL VALVES PER CIVIL. LOCATE FREE FROM STRIPING.	
32.33	CALTRANS ROW, SEE CALTRANS DRAWINGS, CIVIL, AND LANDSCAPE.	П
32.34	CURB END AT SITE WALL.	ı
	FIRE STRIPING AT WALL.	ı
32.34		П
32.35	SS SEWER MANHOLE POC PER CIVIL	
32.35 33.02	SS SEWER MANHOLE POC PER CIVIL. IRRIGATION METER PER CIVIL AND LANDSCAPE	
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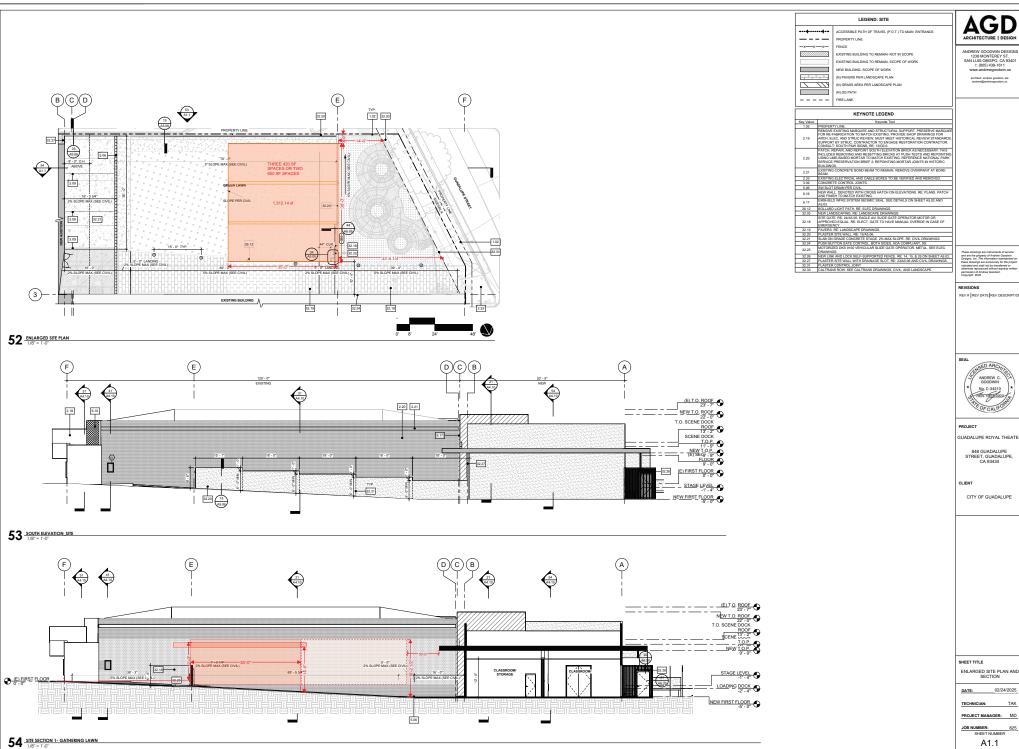
HEET TITLE SITE PLAN AND PARKING PLAN

TECHNICIAN:

02/24/2025

JOB NUMBER: SHEET NUMBER

A1.0



AGD ARCHITECTURE | DESIGN

REV # REV DATE REV

848 GUADALUPE STREET, GUADALUPE, CA 93434

ENLARGED SITE PLAN AND SECTION

02/24/2025

A1.1

# AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF GUADALUPE AND PRE CON INDUSTRIES, INC.

THIS AGREEMENT FOR CONTRACTOR SERVICES (the "Agreement") is made and entered into this 14th day of October 2025, by and between the CITY OF GUADALUPE, a municipal corporation ("City"), and Pre Con Industries, Inc., a California Corporation ("Contractor").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

- Section 1. <u>Term of Agreement</u>. Subject to the provisions of <u>Section 19</u> (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.
- Section 2. <u>Scope of Services</u>. Contractor agrees to perform the services set forth in <u>Exhibit A</u> (Scope of Services) and made a part of this Agreement.
- Section 3. <u>Additional Services</u>. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in <u>Exhibit A</u> unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Contractor shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

# Section 4. Compensation and Method of Payment.

- (a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in <u>Exhibit B</u> (Compensation) and made a part of this Agreement.
- (b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-contractor contracts and miscellaneous expenses. City shall independently review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope

of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Contractor with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

- (c) Except as to any charges for work performed or expenses incurred by Contractor, which are disputed by City, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's invoice.
- (d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.
- (e) Contractor shall have the right to suspend services if not paid in accordance with this Agreement.
- Section 5. <u>Inspection and Final Acceptance</u>. City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, <u>Sections 15 and 16</u>, pertaining to indemnification and insurance, respectively. Contractor agrees to cooperate in any such inspection.
- Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

# Section 7. Contractor's Books and Records.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of services pursuant to this Agreement. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of

this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

- (b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement. The City shall compensate the Contractor for all costs associated with providing these materials to the City.
- (c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

# Section 8. Status of Contractor.

- (a) Contractor is and shall at all times during the terms of this Agreement remain a wholly independent Contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- (b) The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees or agents are in any manner officials, employees or agents of City.
- (c) Neither Contractor nor any of Contractor's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

- Section 9. <u>Standard of Performance</u>. Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement.
- Section 10. <u>Compliance With Applicable Laws, Permits and Licenses.</u> Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Contractor. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Contractor to comply with this section.
- Section 11. <u>Nondiscrimination</u>. Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.
- Section 12. <u>Unauthorized Aliens</u>. Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.
- Section 13. <u>Conflicts of Interest</u>. Contractor will comply with all conflict of interest laws and regulations including, without limitation, the City's Conflict of Interest Code (on file in the City Clerk's Office). All officers, employees and/or agents of Contractor who will be working on behalf of the City pursuant to this Agreement, may be required to file Statements of Economic Interest. Therefore, it is incumbent upon the Contractor or Contracting firm to notify that City of any staff changes relating to this Agreement.
  - A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Contractor(s), unless as indicated in Subsection B, will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Contractor, except as indicated in Subsection B.

Initials	

B. In accomplishing the scope of services of this Agreement, Contractor(s) will be performing a specialized or general service for the City, and there is a substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Contractor(s) shall be subject to Disclosure Category "1" of the City's Conflict of Interest Code.

# Section 14. Confidential Information; Release of Information.

- (a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.
- (b) Contractor, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.
- (c) If Contractor, or any officer, employee, agent, or subcontractor of Contractor, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.
- (d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or sub contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said

response. Contractor shall be compensated for all costs associated with complying with this section.

## Section 15. Indemnification.

- (a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Contractor or any other person for, and Contractor shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Contractor's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Contractor, its agents, officers, directors, sub contractors or employees, committed in performing any of the services under this Agreement.
- (b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Contractor has agreed to indemnify Indemnitees as provided above, Contractor, upon notice from City, shall defend Indemnitees at Contractor's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Contractor under Section 16 shall ensure Contractor's obligations under this section, but the limits of such insurance shall not limit the liability of Contractor hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.
- (c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.
- (d) City agrees to indemnify Contractor for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.
- Section 16. <u>Insurance</u>. Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Contractor, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Contractor agrees to

provide City with copies of required policies upon request. Prior to the beginning of and throughout the duration of the Work, Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

Contractor shall provide the following types and amounts of insurance. Without limiting Contractor's indemnification of CITY, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
- (1) Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001).
- (2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.
- (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement, along with a waiver of subrogation endorsement.
- (4) Errors and omission liability insurance appropriate to the Contractor's profession.
- B. Minimum Limits of Insurance: Contractor shall maintain limits of insurance no less than:
- (1) General Liability Insurance: Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$3,000,000 per occurrence, \$6,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$6,000,000 completed operations aggregate. The policy shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will

not be accepted. This insurance and any umbrella or excess liability insurance shall be maintained for a minimum of three years or as long as there is a statutory exposure to completed operations claims, with the City and its officers, officials, employees, and agents continued as additional insured.

- (2) Automobile Liability: Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- (3) Workers' Compensation and Employer's Liability: Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees. Contractor shall submit to CITY.
- (4) Errors and Omissions Liability: \$1,000,000 per claim as appropriate for the profession.
- (5) Umbrella or excess liability insurance (if needed): Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
  - Pay on behalf of wording as opposed to reimbursement;
  - Concurrency of effective dates with primary policies;
  - Policies shall "follow form" to the underlying primary policies; and
  - Insureds under primary policies shall also be insureds under the

umbrella or excess policies.

(6) Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the

policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

- C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:
- (1) Notice of Cancellation: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.
- (2) Primary/noncontributing: Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
- (3) City's Rights of Enforcement: In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by Contractor or CITY will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, CITY may cancel this Agreement.
- (4) Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against CITY, and shall require similar written express waivers.
- (5) Enforcement of Contract Provisions (non estoppel): Contractor acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Contractor of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- (6) Requirements not Limiting: Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and

is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

- (7) Prohibition of Undisclosed Coverage Limitations: None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- (8) Separation of Insureds: A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- (9) Pass through Clause: Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- (10) City's Right to Revise Requirements: The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the CITY and Contractor may renegotiate Contractor's compensation.
- (11) Self-insured Retentions: Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- (12) Timely Notice of Claims: Contractor shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- (13) Additional Insurance: Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Section 17. <u>Assignment</u>. The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under the Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize sub contractors.

Section 18. <u>Continuity of Personnel</u>. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff assigned to perform the services required under this Agreement, prior to any such performance.

## Section 19. Termination of Agreement.

- (a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.
- (b) Contractor may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.
- (c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor or City may terminate this Agreement immediately upon written notice.
- (d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.
- Section 20. <u>Default</u>. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default and may terminate this Agreement immediately by written notice to Contractor.
- Section 21. <u>Excusable Delays</u>. Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to

causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. <u>Cooperation by City</u>. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in <u>Exhibit A</u>, shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. <u>Notices</u>. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: City Administrator

City of Guadalupe 918 Obispo Street

Guadalupe, CA 93434

To Contractor: Pre Con Industries, Inc.

P.O. Box 5728

Santa Maria, CA 93456

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. <u>Authority to Execute</u>. The person or persons executing this Agreement on behalf of the Contractor represents and warrants that they have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

Section 25. <u>Binding Effect</u>. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. <u>Modification of Agreement</u>. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. <u>Waiver</u>. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of

any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any provisions of this Agreement.

Section 28. <u>Law to Govern; Venue</u>. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. <u>Attorney's Fees, Costs and Expenses</u>. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. <u>Entire Agreement</u>. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. <u>Severability</u>. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 32. <u>Preparation of Agreement</u>. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:	CONTRACTOR:
CITY OF GUADALUPE	
By:	Bv:
Ariston Julian, Mayor	By:
ADDROVED AS TO FORM	Title.
APPROVED AS TO FORM:	By:
	Title:
Philip Sinco, City Attorney	

# **EXHIBIT A**

The Scope of Services for the Guadalupe Royal Theatre Revitalization Project is contained within the Bid Documents dated July 7, 2025. The Bid Documents include the contract documents, special provisions, technical specifications, and plans. The work generally includes renovation of the Royal Theatre to the California Historic Code; the construction of a performing arts building; and landscape work, which includes an amphitheater, parking lot, and a plaza.

# **EXHIBIT B**

The award of this Agreement for Contractor Services between the City of Guadalupe and Pre Con Industries, Inc. includes the base bid and all five Additive Alternates as shown in the following Proposal document. The Contractor shall honor the prices indicated in the Proposal document for the duration of the project. The only guaranteed portion of the contract is the work included in the Base Bid of the Proposal. The five additive alternates will be added to the contract in order as funding becomes available. The Contractor agrees not to start work on any alternates until approved in writing by the City.

### **PROPOSAL**

TO

### THE CITY OF GUADALUPE

#### **FOR**

## **Guadalupe Royal Theatre Revitalization Project**

## **CITY PROJECT NO. 2023-05**

NAME OF BIDDER Pre Con Industries, Inc.

**BUSINESS P.O. BOX 5728** 

CITY, STATE, ZIP Santa Maria, CA 93456

**BUSINESS STREET ADDRESS 725 Oak Street** 

CITY, STATE, ZIP Santa Maria, CA 93454

TELEPHONE NO.: 805-345-3147

FAX NO.: 805-345-3148

EMAIL ADDRESS: estimating@preconindustries.com

LICENSE NUMBERS AND TYPE: 809679 B, C-9

**DIR NUMBER: 1000011236** 

The work for which this Proposal is submitted is for construction in accordance with the Special Provisions (including the payment of not less than the greater of State General Prevailing Wage Rates or the Federal minimum wage rates or Federal Prevailing Wage), the Plans described below, including any addenda thereto, the contract annexed hereto, and also in insofar as the same may apply, specifications which may be referred to in the Special Provisions or project plans, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished.

The Technical Specifications for the work to be done are entitled:

### **CITY OF GUADALUPE, CALIFORNIA:**

### **Guadalupe Royal Theatre Revitalization Project**

The Bidder's attention is directed to Section 2, "Proposal Requirements and Conditions," of the Contract Documents.

The undersigned as Bidder declares that they has carefully examined the location of the proposed work above described, read and examined the Contract Documents, and Addendum/Addenda (List Addenda Received: \_\_\_\_, \_\_\_\_, \_\_\_\_) therefore, read the Notice to Contractors, the Proposal Requirements, including the federal Economic Development Administration (EDA) requirements, and hereby proposes and agrees, if this Proposal is accepted by the City, to furnish all materials and services required to do all the work required to complete the said construction in accordance with the Contract Documents in the time stated herein, for the unit prices given below:

Acknowledgement of RFIs 1-14

## **BASE BID SCHEDULE**

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	PAYMENT REFERENCE	UNIT PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	
BASE BID							
1	EXISTING THEATRE	1	LS	Net 30	\$4,320,000.00	84,320,000.a	
2	NEW ADDITION (Includes all work except items outlined in the alternatives below)	1	LS	Net 30	\$3,700,000.00	# 3,700,000.00	
3	SITE WORK (Includes all work except items outlined in the alternatives below)	1	LS	Net 30	91,760,000.00	#1,760,000. a	

Mine million Seven hundred eighty thousand and 00/180 \$ 9,780,000.00

## **BID ADDITIVES ALTERNATES SCHEDULE**

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	PAYMENT REFERENCE	UNIT PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)			
ADDI	ADDITIVES ALTERNATES								
1	Included in Additive Alternate 1: Existing building Audio Visual full build-out.	1	LS	Net 30	\$762,000.00	#762,000.00			
2	Included in Additive Alternate 2: Exterior Front Plaza, Exterior Amphitheater, Exterior Stage, and perimeter walls. Included in Base Bid: Paver pathway from sidewalk to building, stormwater piping, and utilities.	1	LS	Net 30	\$142,000.00	#142,000.00			
3	Included in Additive Alternate 3:  New Building Interior floor finishes, wall finishes, ceiling finishes, fixtures, interior doors, and mechanical equipment for Kitchen, Restrooms, Green Room, Classrooms, Lobby, and Concessions.  Included in Base Bid: Interior walls, electrical, plumbing, and fire suppression rough in. Building exterior wall assemblies, exterior doors, and windows. Scene Dock and associated wall assemblies, Scene Dock roof assembly, mechanical, plumbing, electrical, and fire suppression full build-out	1	LS	Net 30	\$222,000.00	\$2 <b>1</b> 2,000.00			
4	Included in Additive Alternate 4: New building Kitchen full build-out. Included in Base Bid: Kitchen electrical and plumbing rough-in.	1	LS	Ner 30	1310,000.00	\$310,000.00			
5	Included in Additive Alternate 5: New building Audio Visual full build-out.	1	LS	Net 30	\$128,000.00	N128,000.00			

The award of the contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Bids will be compared by the Total Mathematical Bid as determined by the City Engineer (or their designee). The Total Mathematical Bid is the summation of all required bid items. Bid items are calculated by multiplying the Engineer's Estimate quantities by the unit bid prices. In the case of a discrepancy between the Total Mathematical Bid and the total bid written above, the Total Mathematical Bid shall govern. Bid award is based on the Base Bid Schedule.

The Bid Additives Alternates must be filled out to be responsive. The City reserves the right to add any or all Bid Additives Alternates. As the budget allows, the Bid Additives Alternates will be added to the contract in order from Item No. 1 to Item No. 5.

The bidder to whom the contract is awarded agrees to enter into a contract with the City of Guadalupe, within **fifteen** (15) days after the date of Notice of Award, and to commence work within **ten** (10) working days, after the date of the Notice to Proceed, and to diligently prosecute the work to completion within the Time of Contract shown on the cover of the Project Manual.

The undersigned understands and agrees that the City of Guadalupe will not be responsible for any errors or omissions on the part of the undersigned in preparing and submitting this Proposal.

Signature

President Title

Date